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**AGREEMENT BETWEEN
THE ASSOCIATION OF CATHOLIC TEACHERS
LOCAL UNION NO. 1776
NATIONAL ASSOCIATION OF CATHOLIC SCHOOL TEACHERS
AND THE
SECONDARY SCHOOL SYSTEM
OF THE
ARCHDIOCESE OF PHILADELPHIA**

SEPTEMBER 1, 2003 - AUGUST 31, 2006

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**AGREEMENT BETWEEN THE
ASSOCIATION OF CATHOLIC TEACHERS, LOCAL UNION NO. 1776
NATIONAL ASSOCIATION OF CATHOLIC SCHOOL TEACHERS
AND THE
SECONDARY SCHOOL SYSTEM OF THE ARCHDIOCESE OF PHILADELPHIA**

THIS AGREEMENT, made and entered into by and between the Association of Catholic Teachers, Local Union No. 1776, National Association of Catholic School Teachers, herein referred to as the "Association" and the Secondary School System of the Archdiocese of Philadelphia, herein referred to as the "System."

WITNESSETH

WHEREAS, the said parties desire to establish the terms and conditions relating to the professional employment of the lay teachers of the Secondary School System; to advance the educational objectives of the System; to indicate the areas of authority and responsibility of the parties; and to provide a reasonable means of adjustment of differences that may arise from time to time between them.

NOW, THEREFORE, the parties hereto mutually agree with each other as follows:

ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

1. The Secondary School System hereby recognizes the Association of Catholic Teachers, Local Union No. 1776, National Association of Catholic School Teachers, as the sole and exclusive collective bargaining agent for all lay teachers and long-term substitutes who are engaged in professional duties in the Secondary School System in the high schools designated in Exhibit A attached hereto and made part hereof, exclusive, however of principals, assistant principals of academic affairs, student services, student affairs, student life, special music teachers who are not full-time employees of the System, "coaches in their coaching capacity", "short-term substitutes" and other employees who are not full-time teachers in the System. Substitutes whose continuous employment extends beyond thirty (30) school days or whose totality of discontinuous employment during the same school year extends beyond fifty (50) school days shall automatically become members of the bargaining unit on the first day of employment beyond such periods. Such membership in the bargaining unit does not guarantee the substitute teacher any rights of continued employment.

Permanent deacons who are full-time teaching employees of the System shall be considered members of the bargaining unit in all matters of employment.

- 1a. In the event, however, the limited teaching experience of at least one (1) semester (as defined in Article XVIII, Section 1) has been satisfactory according to the Evaluation Procedure, the teacher's name shall be placed on a list. Vacancies in

the appropriate subject area shall be filled by teachers selected from a pool of all available substitutes plus all other available candidates.

The assignment shall take place at the beginning of the second semester provided the opening occurs at least thirty (30) days before the beginning of the second semester. Otherwise, the assignment will take place at the end of the school year.

As soon as the teacher is selected, he/she shall be treated as a full-time teacher.

- 1b. The System shall continue its policy of not increasing the number of classes taught by administrators. It is understood that the number of classes taught by administrators, School Ministers, and/or part-time teachers cannot equal three (3) or more in one department.

A School Minister may teach one (1) class of Theology and this shall not be counted under the provisions of this article.

If the School Minister teaches more than one (1) class of Theology or a class or classes in another academic area, these classes shall be counted under the provisions of this article.

The Director of School Ministry may teach one (1) class of Theology and this shall not be counted under the provisions of Article 1, Section 1b. However, the total number of Theology classes taught by the Director of School Ministry cannot equal three (3) or more.

The System may employ diocesan priests for part-time teaching in Theology. The hiring of diocesan priests for part-time teaching in Theology may not displace a full-time teaching position.

Part-time teachers shall not be hired to replace full-time teachers.

2. The subjects covered by the Agreement are conditions of professional services (wages, hours, and other terms and conditions of employment) of lay teachers.
3. The Association recognizes that the operation and maintenance of the Secondary School System is the responsibility of the Catholic Archdiocese of Philadelphia functioning through the Secondary School System.
4. The Association recognizes the uniqueness of the Archdiocesan Secondary School System and its spiritual commitment to provide the opportunity for Catholic schooling. Each Catholic teacher is expected to give witness to his/her Catholic faith.

5. A teacher shall be entitled to one (1) day funeral leave for the death of aunts, uncles, nieces and nephews, first cousins, brothers-in-law and sisters-in-law. In those cases where extended travel is necessary, two (2) additional school days at full pay shall be granted upon request.
6. Notice of leaves shall be given on a standard form attached hereto as Exhibit B1 to the Principal or his/her designee twenty-four (24) hours in advance. In the event of sickness or emergencies, such notice should be given as soon as possible thereafter. The teacher shall complete the leave form and return it within forty-eight (48) hours of his/her return.
7. In the event a teacher desires a child bearing leave of absence in anticipation of and prior to any disability or inability to work due to her pregnancy or pregnancy-related condition, she shall notify the Office of Catholic Education in writing of her intent to take a child bearing leave of absence. The notice must contain information sufficient to verify the pregnancy including the expected date of delivery.

The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency.

Upon receipt of the above, the Office shall confirm in writing the child bearing leave of absence.

Sick leave as stated in Sections 1 and 1b above may be utilized by a teacher on a child bearing leave of absence upon certification by the teacher's attending physician of the teacher's disability by reason of pregnancy or pregnancy-related condition during the period of the child bearing leave of absence.

The cost of the Medical Insurance will be borne by the System during the time of disability due to pregnancy, subject to the provisions of Article XIII, Section 1.

The child bearing leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the Secondary School System in writing at least thirty (30) days prior to the date of return. Such notification shall be accompanied by a letter from her physician stating that, in his/her opinion, she is capable of resuming her teaching duties.

When the requested date of return substantially interferes with the continuity of instruction, then the Office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates. A teacher returning from such leave shall return to the same school and same department which she left without loss of system or school seniority as previously acquired. In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system

or school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 7a. At least thirty (30) days prior to the child's first birthday, a teacher who was granted a child bearing leave of absence shall apply to the Office of Catholic Education in writing of her desire to be granted a child rearing leave of absence which shall not extend beyond the child's second birthday but may, at the option of the teacher, be for a shorter period of time. The Office shall interview the teacher after which the Office will confirm in writing the child rearing leave of absence.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date she wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain the names of teachers who have been laid-off due to constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

- 7b. In the event a teacher desires a paternity leave of absence immediately following the birth of his child, he shall notify the Office of Catholic Education in writing of his intent. The notice must contain information sufficient to verify the birth of the child.

The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency.

Upon receipt of the above, the Office shall confirm in writing the paternity leave of absence.

The paternity leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the Secondary School System in writing at least thirty (30) days prior to the date of return.

When the requested date of return substantially interferes with the continuity of instruction, then the Office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates. A teacher returning from such leave shall return to the same school and same department which he left without loss of system or school seniority as previously

acquired.

In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system or school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 7c. A teacher who was not granted a child bearing or paternity leave of absence may apply for a child rearing leave of absence which shall not extend beyond the child's second birthday. After careful review of the application, the Office of Catholic Education shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain names of teachers who have been laid-off due to constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

8. In the event that a teacher adopts a child, he/she shall apply in writing to the Office of Catholic Education at least thirty (30) days prior to adoption, except in cases of emergencies, for an adoption leave of absence which shall be for a period of one (1) year following the date of adoption but may, at the option of the teacher, be for a shorter period of time. The Office of Catholic Education shall confirm in writing the adoption leave of absence.

The teacher shall notify the Office of Catholic Education at least thirty (30) days prior to his or her date of return.

When the requested date of return substantially interferes with the continuity of instruction, the Office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates.

A teacher returning from such leave shall return to the same school and same department which he/she left without loss of system and school seniority as previously acquired. In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system and school seniority as previously acquired. The teacher hired as a

replacement shall be so notified at the time of employment.

- 8a. The teacher who adopted a child shall apply in writing for an extension of the adoption leave which may be for one (1) year or a shorter period of time at the option of the teacher.

After careful review of the application, the Office of Catholic Education shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain the names of teachers who have been laid-off due to constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

9. Teachers required to serve on juries, notwithstanding the demands of the teaching profession, will receive their pay from the System. The jury duty fee and verification of jury service shall be provided to the System upon the teacher's return to work.

The above will apply only in instances where the jury duty extends beyond two (2) days. Beginning on the third day, teachers shall return to the school all monies in excess of the amount received on the first day. However, teachers will be expected to work on those days when the jury is not actually in session.

- 9a. A teacher who is subpoenaed to appear as a witness in a civil or criminal case shall be granted leave with pay for each day's appearance as required by the court, provided the teacher is not a defendant in a criminal case.

10. In the event that a teacher joins the military or a reserve component, he/she shall be entitled to return to the System as soon as a position is available, without loss of seniority, providing such teacher applies for re-employment within ninety (90) days of discharge from one normal tour of duty.

- 10a. In the event a teacher is called to the military service or joins a reserve component which is called up, he/she shall be granted a leave of up to three (3) semesters or until date of discharge from one (1) normal tour of duty. A teacher who is

granted such leave shall retain the seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System to the same department and school that he/she left or, in the absence of such an opening, a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment. The teacher on leave shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return.

Should medical and dental insurance not be provided by the military for the teacher and his/her family, the System shall provide and bear the cost of such insurance. Pension and life insurance premiums shall also be paid by the System.

- 10b. Teachers activated for military duty other than in Section 10a above, notwithstanding the demands of the teaching profession, will receive the difference between their weekly pay and the amount received while on active service as designated by law. However, teachers will be expected to work on those days when not scheduled for military duty.
- 11. Guidelines for sabbatical leave shall be formulated by the Sabbatical Leave Committee as defined in Article XV, Section 6, and shall be posted in all schools by February 1.
 - 11a. All teachers having completed their eighth year are entitled to apply to the Office of Catholic Education for sabbatical leave. A teacher who has received a sabbatical leave may only reapply after eight (8) additional years.
 - 11b. Applications for sabbatical leave shall be submitted no later than March 1. The Sabbatical Leave Committee shall review the applications and prepare a list of candidates which shall be submitted to the Secretary for Catholic Education no later than March 31.

The Secretary for Catholic Education shall select one (1) sabbatical from this list of candidates for sabbatical leave for the 2004-2005 school year.

The Secretary for Catholic Education shall select two (2) sabbaticals from this list of candidates for sabbatical leave for the 2005-2006 school year.

The Secretary for Catholic Education shall select three (3) sabbaticals from this list of candidates for sabbatical leave for the 2006-2007 school year.

The teacher(s) selected and the Association shall be so notified by April 30.
 - 11c. Remuneration to the teachers who have been awarded a sabbatical leave shall be fifty percent (50 %) of their annual salary if a full year of sabbatical leave is granted, or twenty-five percent (25 %) of their annual salary if a half year of

sabbatical leave is granted.

Remuneration to the teachers with twenty (20) or more years of service shall be seventy-five percent (75 %) of their annual salary if a full year of sabbatical leave is granted, or thirty-seven and one-half percent (37 1/2%) of their annual salary if a half year of sabbatical leave is granted.

All other benefits provided for in this Agreement shall likewise accrue to the teachers. However, no sick or personal leave shall accumulate during the leave.

- 11d. Teachers on sabbatical leave shall accrue seniority for the period of the leave.
- 11e. Sabbatical leave shall be granted for a period of not more than one (1) year nor less than one (1) full semester.
- 11f. Upon conclusion of this leave, the teachers have the right to return to the System to the same department and school that they left or in the absence of such openings, a position mutually agreed upon by the System and the Association. The teachers hired as replacements shall be so notified at the time of employment.
- 12. Academic and curriculum leave offers an excellent opportunity for the teacher to continue his/her professional growth. Therefore, those tenured teachers desiring such leave may make application to the Office of Catholic Education with a copy to the Association at least sixty (60) days prior to the beginning of the school semester during which the requested leave is to be taken. Such application shall include the name of the academic institution, the particulars of the educational program into which the teacher seeks admission, and/or special work on curriculum materials or study to be pursued. Such leave may be granted only at the beginning of a school semester.

If, under the provisions of this leave, the needs of the teacher require part-time release from the System, then the System shall roster the individual teacher to enable him/her to pursue that approved educational goal.

After careful review of the application, the Office of Catholic Education will notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The System has the right to verify that a teacher who has been granted an academic leave is, in fact, enrolled in a college or university for the purpose stated.

A teacher who is granted such leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left, or in the absence of such an opening, a position

mutually agreed upon between the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment.

- 12a. One (1) paid academic leave shall be available each year. The amount to be paid shall be thirty-three and one third percent (33 1/3%) of the teacher's salary for that year, not to exceed \$15,000 for a full year or \$7,500 for one (1) semester.

If, under the provisions of this leave, the needs of the teacher require part-time release from the System, then the System shall roster the individual teacher to enable him/her to pursue that approved educational goal and the amount to be paid shall be pro-rated accordingly.

13. Teachers with ten (10) or more years of seniority are entitled to apply to the Office of Catholic Education for an unpaid career or personal leave. Seniority will be frozen for the year. Teachers may enroll in the group benefit plans at their own expense. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left, or in the absence of such an opening, to a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment.

Career or personal leave may not be used to pursue a teaching, counseling or administrative position in another school or school system. A teacher who has received a career leave may only reapply after two (2) years.

14. Extended Leave: Due to unforeseen circumstances not covered by the leave clauses, a teacher may find it necessary to be placed on extended leave. The teacher requesting such leave will submit to the Office of Catholic Education in writing the reasons for the request, medical verification for each semester in cases of accident or illness, as well as the expected length of time for such leave. An extended leave may be granted up to three (3) semesters.

The Office of Catholic Education, after careful review of all pertinent information, will notify the teacher of the Office of Catholic Education's decision in regard to granting such a leave and the duration thereof.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return.

A teacher who is granted extended leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left, or in the absence of such an opening, to a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment.

Teachers who are on approved extended leave due to illness or accident shall continue on the Medical Health Plan and Dental Health Plan for three (3) semesters and the Group Life Insurance Plan and Pension for one (1) year. The full cost of such premiums shall be borne by the System, subject to the provisions of Article XIII, Section 1.

In the event that it becomes necessary, due to accident or illness, a teacher may re-apply and may be granted up to an additional three (3) semesters of extended leave.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain names of teachers who have been laid-off due to Constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from extended leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

Sick leave as stated in Sections 1 and 1b may be utilized by a teacher on extended leave of absence provided that the illness, disability, or condition for which sick leave is sought relates back to the initial reason for the requested leave of absence and providing further that the teacher's attending physician certifies that the teacher was or is disabled by reason of the leave-related illness or condition.

15. Teachers hired as replacement teachers for those on approved leaves shall have their names placed on a list and no new teacher with comparable qualifications shall be employed to fill a vacancy until the provisions of Article I, Section 1a have been fulfilled.
16. Teachers who are on approved leaves---child bearing beyond the pregnancy disability, paternity, child rearing, child adoption, academic and curriculum, career or personal, extended not due to accident or illness, or beyond the first three semesters--shall have the option of continuing the Medical Health, Dental, and Group Life Insurance Plans, if applicable. The full cost of the plans will be borne by the teacher except as modified by the Family and Medical Leave Act of 1993.
17. A copy of all leave granting letters as defined in Article VI shall be forwarded to the Association.

If the teacher is retained for the seventh semester and a probation notice has not been given within the required time at the conclusion of the sixth teaching semester, then the teacher shall automatically be granted tenure.

- 1b. Teachers placed on probation shall be assigned a lead teacher as described in Article XVI, Section 7.
- 1c. Teachers on probation shall automatically be granted tenure at the conclusion of their second semester on probation unless the procedures for non-renewal of contract contained in Sections 3, 4 and 4a below have been followed.
- 1d. Those teachers not possessing at least a Bachelor's Degree from an accredited four-year college who have either obtained certification or have completed four (4) years in the System shall be deemed tenured. This means that, although the teacher does not actually possess tenure, the rights of tenure enumerated in the contract shall accrue to him/her.
2. During the period of any annual contract, non-tenured teachers may not be dismissed except upon just cause.
3. Any non-tenured teacher whose contract is not to be renewed shall be notified to that effect in writing at least fifteen (15) days prior to the last day of the sixth teaching semester.
4. Notification of probation or non-renewal shall be preceded by a written notice of unsatisfactory performance given to the teacher as soon as possible, but no later than thirty (30) school days prior to the probation or non-renewal notice unless the cause for such action specifically arises after this date. This notice shall contain reasons the System has for considering the teacher unsatisfactory, and shall be interpreted to include but not be limited to the evaluation reports and notices of deficiency to that effect. The reasons cited within such a notice shall not be a matter for the grievance procedure.
- 4a. However, a non-tenured teacher who has received a non-renewal notice may request in writing a meeting with the Committee for Review to discuss his/her case. The teacher may have an official of the Association with him/her at the meeting. This meeting shall be held within fifteen (15) days from the date that the request was received. The request must be submitted no later than ten (10) days after the non-renewal notice is received.

The determination on such review is not subject matter for the grievance procedure.

5. A teacher having tenure shall not be discharged except for reasons of serious and public immorality, and/or public rejection of official doctrine or laws of the Church, gross insubordination, incompetency, serious neglect of duty or

conviction of a felony and as otherwise set forth in this Agreement. Upon dismissal, the teacher shall be presented with a written statement of the reasons for such action.

- 5a. Discharge, when based upon incompetency or serious neglect of duty shall be preceded by three (3) written warnings over at least a ninety (90) day period. The last of the three (3) warnings must be given at least thirty (30) days before the end of the ninety (90) day period, and the other two (2) written warnings must be prior to the last and at least ten (10) days apart. Upon dismissal, the teacher shall be presented with a written statement of the reasons for such action.
6. Each newly hired teacher shall participate in the school's Induction Program. This program is designed to assist the newly hired teacher during his/her first year of teaching.

Each newly hired teacher shall utilize one (1) preparation period per week as an audit period. During this period, the newly hired teacher must audit the classes of one (1) of the consenting teachers, preferably of an evaluator, a department head, a lead teacher or some other consenting member of his/her department. Absence from an audit period during the first semester shall be deemed the equivalent of absence from a teaching period. If the newly hired teacher receives a satisfactory rating on his/her first semester evaluation, he/she shall be required to audit only four (4) classes during the second semester. The newly hired teacher must submit a written record (Exhibit F) to the department head of each class, period and teacher audited.

7. The tenure policy herein stated shall not be operative to any extent to which it conflicts with the present or future regulations and requirements of the Pennsylvania Department of Public Education insofar as such regulations and requirements are, or may be, obligatory for the approval of parochial and private schools.
8. The System reserves the right to require Pennsylvania Certification for all its teachers if so required by the Commonwealth of Pennsylvania or by the demands and requirements of other legislation. The System, where possible, will provide certification programs in cooperation with the certifying institutes within the metropolitan area of Philadelphia and the Pennsylvania Department of Public Education.
9. The System shall continue the Evaluation Process, the procedures of which shall be uniform throughout the System. Evaluation according to the Evaluation Process shall be mandatory only with regard to non-tenured teachers for the 2003-2004 school year.

During the 2003-2004 school year, the Evaluation Process using the Pennsylvania Department of Education Form PDE-426, as modified, will be introduced across

the System. The procedures for implementation will be developed in consultation with administrative and teacher representatives. In-service programs will be offered to administrators, curriculum chairpersons, curriculum committee members, department heads, and all teachers in each of the secondary schools.

Beginning with the 2004-2005 school year, non-tenured teachers are to be evaluated according to the Evaluation Process using the Pennsylvania Department of Education Form PDE-426, as modified. All tenured teachers seeking Instructional II certification will be evaluated once a semester using the Pennsylvania Department of Education Form PDE-426, as modified.

Beginning with the 2005-2006 school year, all non-tenured teachers are to be evaluated according to the Evaluation Process using the Pennsylvania Department of Education Form PDE-426, as modified. All tenured teachers will be evaluated once a semester using the Pennsylvania Department of Education Form PDE-426, as modified.

The semester evaluations of tenured teachers will be alternated between an administrator and the respective department head.

- 9a. For the 2003-2004 and 2004-2005 school years, tenured teachers may at the determination of the Principal be evaluated. The teacher shall be notified in advance in writing that he/she is to be evaluated and the reasons for the evaluation. Such reasons are not a matter for the grievance procedure. When a tenured teacher is to be evaluated, the evaluation shall be conducted by the Principal, the department head and a department head from another school within the appropriate academic area. The selection of the department head shall be made by the System in consultation with the Association.

Ordinarily, the evaluation will be conducted for one (1) semester; however, at the determination of the Principal, the evaluation may be continued for a second semester.

Beginning with the 2005-2006 school year, a tenured teacher receiving two (2) unsatisfactory evaluations in one (1) year shall be notified by the Principal that he/she will be evaluated for a full year by the Principal, the department head, and a department head from another school within the appropriate academic area. The selection of the department head shall be made by the System in consultation with the Association.

- 9b. The Evaluation Process shall remain in effect for the term of this Agreement. For the first semester, the evaluation period shall extend from October 1 to January 10. For the second semester, the evaluation period shall extend from the first day of the second semester to May 10.

- 9c. An ad hoc advisory committee, composed of representatives from the Office of Catholic Education, school administrators, and the Association shall be formed to design guidelines for the implementation of the new Evaluation Process.
- 9d. Administrators and department heads will possess an Archdiocesan Supervisory Certificate in order to evaluate.
- 10. For the 2003-2004 and 2004-2005 school years, the System shall continue the Visitation Process, the procedures of which shall be uniform throughout the System. The Visitation Team shall consist of two (2) people, one (1) of whom shall be the appropriate department head; the other shall be the Principal or an Assistant Principal. A record of visited classes shall be maintained (Exhibit B).

Beginning September 2005, the System will discontinue the Visitation Process.

ARTICLE V - SENIORITY

- 1. The two levels of seniority within the Secondary School System are as follows: school seniority, based on the length of continuous service in a particular school, and system seniority, based on the length of continuous service within the Secondary School System.
 - 1a. On or before October 31 of each school year, the Secondary School System shall supply to the Association and shall post in the individual schools a complete listing of all lay teachers in the Secondary School System including those on approved leaves of absence arranged according to system seniority and school seniority.

Teachers shall have until December 15 to call attention in writing to errors or to file grievances with the local school administration concerning their positions on the seniority roster.

- 1b. On or before April 1 of each year, the Secondary School System shall supply to the Association and shall post in each school a complete listing of all lay teachers in that school including those on approved leaves of absence arranged according to school seniority.

Teachers shall have until May 1 to call attention in writing to errors or file grievances with the local school administration concerning their positions on the seniority roster.

The Association shall also be supplied a listing of the subject(s) taught by each teacher.

2. The Association shall be furnished as soon as possible but no later than ten (10) school days after the first day on the job, the name, school assigned, and status of each newly hired teacher.
- 2a. A newly hired teacher having full-time, full-year prior teaching experience in any teaching system shall receive up to five (5) years maximum credit for salary purposes only. The number of years credited shall be so noted in the teacher's letter of appointment.
- 2b. If a lay teacher who has taught in the Secondary School System as a lay teacher is rehired, he/she shall return with full salary increments and system seniority previously acquired provided the teacher is rehired within four (4) school years of his/her prior service except as modified by Article 1, Section 1a and Article II, Section 2. Tenure previously obtained will be restored after one (1) year of satisfactory evaluation.
3. A teacher hired within the period after the opening of school but prior to February 1 shall have this partial satisfactory experience credited as a full year on subsequent contracts.
- 3a. A teacher who begins an approved leave within ten (10) days prior to February 1 shall have this experience credited as a full year on subsequent contracts.
- 3b. A teacher who returns from an approved leave in accordance with the terms of said leave within the period after the opening of school and by February 1 shall have this partial satisfactory experience credited as a full year on subsequent contracts.
- 3c. A teacher who leaves on an approved leave in accordance with the terms of said leave after the opening of school but prior to February 1 and who returns by February 1, shall have his/her partial satisfactory experience credited as a full year on subsequent contracts if the experiences combined total one (1) semester or more.
4. System or school administrators who return to the bargaining unit shall obtain full credit and benefits and school and system seniority for years of service both in their teaching and administrative capacities.

System and school administrators who were appointed on or after September 1, 1979, upon return to the bargaining unit, shall be placed on the assignment which they left, or in the absence of such assignment, an assignment mutually agreed to between the Association and the System.

System and school administrators appointed after September 1, 1982, who accepted administrative positions in buildings other than their own, upon return to the bargaining unit, shall receive the same credit for school seniority as a

department head who accepts a position as department head in a school other than his/her own.

System and school administrators appointed after September 1, 1988, who accepted administrative positions in buildings other than their own and have fifteen (15) or more years school seniority shall retain their school seniority as well as receive credit for their years as an administrator.

System and school administrators appointed after September 1, 1994, who accept administrative positions in buildings other than their own and have ten (10) or more years school seniority shall retain their school seniority as well as receive credit for their years as an administrator.

- 4a. A teacher who accepts a position in an agency affiliated with the System, upon return to the bargaining unit, shall obtain full credit and benefits and system seniority for years of service both in his/her teaching and agency capacities.
- 4b. If the teacher has fifteen (15) or more years school seniority, he/she shall retain school seniority as well as receive credit for the years in the agency.
- 4c. Effective September 1, 1994, a teacher with ten (10) or more years school seniority who accepts a position in an agency affiliated with the System shall retain school seniority as well as receive credit for the years in the agency.
- 5. A Director of School Ministry who returns to the bargaining unit shall be placed on the assignment which he/she has left, or, in the absence of such assignment, an assignment mutually agreed to by the System and the Association. A Director of School Ministry not originally a member of the bargaining unit has no right to return to the unit.
- 5a. A Director of School Ministry shall obtain full credit and benefits and school and system seniority for years of service both in teaching and ministry capacities for the System.
- 5b. A Director of School Ministry who accepts a position in a school other than his/her own and has ten (10) or more years school seniority shall retain his/her school seniority as well as receive credit for his/her years as Director of School Ministry.
- 5c. Provisions pertaining to a Director of School Ministry apply to any former members of the bargaining unit who occupy the position of Director of School Ministry at the time of promulgation.
- 6. Any teacher who leaves the System in order to enlist in public or charitable services, e.g. Peace Corps, VISTA, etc. may return to the System without loss of system seniority previously acquired provided that application is made for re-

employment within ninety (90) days of discharge from a normal tour of duty with such agency. Such enlistment shall not interrupt a school year.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority previously acquired. Such list shall also contain names of teachers who have been laid-off due to Constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from a Public Service Leave shall be offered openings in the academic area(s) as they occur.

7. Substitutes who have become members of the bargaining unit through continuous employment, and who subsequently, while continuously employed, are appointed full-time teachers shall receive credit for seniority by counting from the first day that their continuous substitution began except as modified by Article V, Section 3 and Article I, Section 1a. All such substitutes shall be provided a copy of the Agreement by their Principal, which shall contain all provisions pertaining to them.
8. Any teacher who leaves the System in order to accompany his/her spouse on a normal tour of mandatory duty with the military, may apply to the System and shall be given preference of consideration provided such application is made for re-employment within ninety (90) days of completion of such tour.

ARTICLE VI – LEAVE (Exhibit B)

1. Each teacher shall be entitled to twelve (12) days sick leave with full pay during each school year.
- 1a. The teacher shall be entitled to use any of these sick days for emergencies in the immediate family which require his/her presence.

In the event that a teacher has used the current year's sick days when an emergency in the immediate family occurs, the teacher may use additional days from accumulated sick leave for this purpose. Prior notification of/or communication with the appropriate school administrator is required for the use of these additional days.

- 1b. Sick leave may be accumulated indefinitely.
- 1c. When absence arises from assault or injury due to personal contact with a student while acting in discharge of duties, the teacher shall not forfeit any sick days.
- 1d. When absence arises from a work-related injury, and the teacher has applied for

and qualifies for workers' compensation, the teacher may, at his/her option, use one-third (1/3) sick day for each day missed. The recording of such absences shall be done in accordance with the provisions of Section 1h below.

- 1e. In the event that a teacher is in need of sick days and has exhausted all days available under the provisions of Sections 1 and 1a, the teacher may make application to use as many as twelve (12) sick days from the following school year's sick leave. The granting of the days, as well as the number, shall be by mutual agreement between the System and the Association.
- 1f. Upon retirement from the System, a teacher may redeem all unused sick days up to a maximum of two hundred (200) days at the rate of fifty dollars (\$50.00) a day. For new teachers hired beginning with the 1991-1992 school year, the maximum number of unused sick days redeemable upon retirement will be one hundred (100). For new teachers hired beginning with the 1994-1995 school year, the maximum number of unused sick days redeemable upon retirement will be seventy-five (75).
- 1g. If a teacher with five (5) or more years of continuous service dies while still employed as a teacher and prior to retirement, the teacher's estate shall be paid fifty dollars (\$50.00) a day for all unused sick days up to the maximum number of redeemable days.
- 1h. Each teaching or service period missed by a teacher will be recorded as an absence from a work period. For every six (6) such absences, the teacher will be charged with one (1) day of sick leave for that school year.
2. A teacher shall be granted two (2) days personal leave each year for urgent personal business which cannot be scheduled on other than school time or for a personal emergency which requires immediate attention. Personal leave may be used for a honeymoon. The teacher can use one (1) of his/her sick days as an additional personal leave day, if necessary. Personal leave not used shall become part of accumulated sick leave.
3. Each school year the individual teacher shall be notified in writing as to the number of sick days and personal days available to him/her. This notice shall be given to him/her before September 30. Teachers shall have until October 15 to call attention in writing to any errors.
4. In the event of death in the immediate family of a teacher (parent, grandparent, spouse, child, grandchild, sister, brother, parent-in-law, or relative residing in the same household as the teacher), said teacher shall be entitled to take a leave at full pay up to three (3) school days. In those cases where extended travel is necessary, two (2) additional school days at full pay shall be granted upon request.

5. A teacher shall be entitled to one (1) day funeral leave for the death of aunts, uncles, nieces and nephews, first cousins, brothers-in-law and sisters-in-law. In those cases where extended travel is necessary, two (2) additional school days at full pay shall be granted upon request.
6. Notice of leaves shall be given on a standard form attached hereto as Exhibit B1 to the Principal or his/her designee twenty-four (24) hours in advance. In the event of sickness or emergencies, such notice should be given as soon as possible thereafter. The teacher shall complete the leave form and return it within forty-eight (48) hours of his/her return.
7. In the event a teacher desires a child bearing leave of absence in anticipation of and prior to any disability or inability to work due to her pregnancy or pregnancy-related condition, she shall notify the Office of Catholic Education in writing of her intent to take a child bearing leave of absence. The notice must contain information sufficient to verify the pregnancy including the expected date of delivery.

The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency.

Upon receipt of the above, the Office shall confirm in writing the child bearing leave of absence.

Sick leave as stated in Sections 1 and 1b above may be utilized by a teacher on a child bearing leave of absence upon certification by the teacher's attending physician of the teacher's disability by reason of pregnancy or pregnancy-related condition during the period of the child bearing leave of absence.

The cost of the Medical Insurance will be borne by the System during the time of disability due to pregnancy, subject to the provisions of Article XIII, Section 1.

The child bearing leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the Secondary School System in writing at least thirty (30) days prior to the date of return. Such notification shall be accompanied by a letter from her physician stating that, in his/her opinion, she is capable of resuming her teaching duties.

When the requested date of return substantially interferes with the continuity of instruction, then the Office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates. A teacher returning from such leave shall return to the same school and same department which she left without loss of system or school seniority as previously acquired. In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system

or school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 7a. At least thirty (30) days prior to the child's first birthday, a teacher who was granted a child bearing leave of absence shall apply to the Office of Catholic Education in writing of her desire to be granted a child rearing leave of absence which shall not extend beyond the child's second birthday but may, at the option of the teacher, be for a shorter period of time. The Office shall interview the teacher after which the Office will confirm in writing the child rearing leave of absence.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date she wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain the names of teachers who have been laid-off due to constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

- 7b. In the event a teacher desires a paternity leave of absence immediately following the birth of his child, he shall notify the Office of Catholic Education in writing of his intent. The notice must contain information sufficient to verify the birth of the child.

The notice must be given at least thirty (30) days prior to the date the teacher wishes to commence said leave except in case of emergency.

Upon receipt of the above, the Office shall confirm in writing the paternity leave of absence.

The paternity leave of absence shall extend to the child's first birthday but may, at the option of the teacher, be for a shorter period of time. The teacher shall notify the Secondary School System in writing at least thirty (30) days prior to the date of return.

When the requested date of return substantially interferes with the continuity of instruction, then the Office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates. A teacher returning from such leave shall return to the same school and same department which he left without loss of system or school seniority as previously

acquired.

In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system or school seniority as previously acquired.

The teacher hired as a replacement shall be so notified at the time of employment.

- 7c. A teacher who was not granted a child bearing or paternity leave of absence may apply for a child rearing leave of absence which shall not extend beyond the child's second birthday. After careful review of the application, the Office of Catholic Education shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain names of teachers who have been laid-off due to constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

8. In the event that a teacher adopts a child, he/she shall apply in writing to the Office of Catholic Education at least thirty (30) days prior to adoption, except in cases of emergencies, for an adoption leave of absence which shall be for a period of one (1) year following the date of adoption but may, at the option of the teacher, be for a shorter period of time. The Office of Catholic Education shall confirm in writing the adoption leave of absence.

The teacher shall notify the Office of Catholic Education at least thirty (30) days prior to his or her date of return.

When the requested date of return substantially interferes with the continuity of instruction, the Office may adjust those dates to a more suitable time. The Association shall be notified in writing concerning any adjustment of said dates.

A teacher returning from such leave shall return to the same school and same department which he/she left without loss of system and school seniority as previously acquired. In the absence of such a position, the teacher shall return to a position mutually agreed upon by the Association and the System without loss of system and school seniority as previously acquired. The teacher hired as a

replacement shall be so notified at the time of employment.

- 8a. The teacher who adopted a child shall apply in writing for an extension of the adoption leave which may be for one (1) year or a shorter period of time at the option of the teacher.

After careful review of the application, the Office of Catholic Education shall notify the teacher and the Association in writing as to whether or not such leave is granted and its duration.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain the names of teachers who have been laid-off due to constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from child rearing leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

9. Teachers required to serve on juries, notwithstanding the demands of the teaching profession, will receive their pay from the System. The jury duty fee and verification of jury service shall be provided to the System upon the teacher's return to work.

The above will apply only in instances where the jury duty extends beyond two (2) days. Beginning on the third day, teachers shall return to the school all monies in excess of the amount received on the first day. However, teachers will be expected to work on those days when the jury is not actually in session.

- 9a. A teacher who is subpoenaed to appear as a witness in a civil or criminal case shall be granted leave with pay for each day's appearance as required by the court, provided the teacher is not a defendant in a criminal case.
10. In the event that a teacher joins the military or a reserve component, he/she shall be entitled to return to the System as soon as a position is available, without loss of seniority, providing such teacher applies for re-employment within ninety (90) days of discharge from one normal tour of duty.
- 10a. In the event a teacher is called to the military service or joins a reserve component which is called up, he/she shall be granted a leave of up to three (3) semesters or until date of discharge from one (1) normal tour of duty. A teacher who is

granted such leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System to the same department and school that he/she left or, in the absence of such an opening, a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment. The teacher on leave shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return.

Should medical and dental insurance not be provided by the military for the teacher and his/her family, the System shall provide and bear the cost of such insurance. Pension and life insurance premiums shall also be paid by the System.

- 10b. Teachers activated for military duty other than in Section 10a above, notwithstanding the demands of the teaching profession, will receive the difference between their weekly pay and the amount received while on active service as designated by law. However, teachers will be expected to work on those days when not scheduled for military duty.
- 11. Guidelines for sabbatical leave shall be formulated by the Sabbatical Leave Committee as defined in Article XV, Section 6, and shall be posted in all schools by February 1.
 - 11a. All teachers having completed their eighth year are entitled to apply to the Office of Catholic Education for sabbatical leave. A teacher who has received a sabbatical leave may only reapply after eight (8) additional years.
 - 11b. Applications for sabbatical leave shall be submitted no later than March 1. The Sabbatical Leave Committee shall review the applications and prepare a list of candidates which shall be submitted to the Secretary for Catholic Education no later than March 31.

The Secretary for Catholic Education shall select one (1) sabbatical from this list of candidates for sabbatical leave for the 2004-2005 school year.

The Secretary for Catholic Education shall select two (2) sabbaticals from this list of candidates for sabbatical leave for the 2005-2006 school year.

The Secretary for Catholic Education shall select three (3) sabbaticals from this list of candidates for sabbatical leave for the 2006-2007 school year.

The teacher(s) selected and the Association shall be so notified by April 30.
 - 11c. Remuneration to the teachers who have been awarded a sabbatical leave shall be fifty percent (50 %) of their annual salary if a full year of sabbatical leave is granted, or twenty-five percent (25 %) of their annual salary if a half year of

sabbatical leave is granted.

Remuneration to the teachers with two-
seventy-five percent (75 %) of their salary
is granted, or thirty-seven and one-half
a half year of sabbatical leave is granted.

All other benefits provided for in this
teachers. However, no sick or person

- 11d. Teachers on sabbatical leave shall acc-
- 11e. Sabbatical leave shall be granted for =
less than one (1) full semester.
- 11f. Upon conclusion of this leave, the tea-
to the same department and school th-
openings, a position mutually agreed -
The teachers hired as replacements sh-
- 12. Academic and curriculum leave offer-
continue his/her professional growth.
such leave may make application to t-
to the Association at least sixty (60) -
semester during which the requested -
include the name of the academic ins-
program into which the teacher seeks-
curriculum materials or study to be p-
the beginning of a school semester.

If, under the provisions of this leave,
release from the System, then the Sy-
enable him/her to pursue that approv-

After careful review of the applicatio-
notify the teacher and the Association-
granted and its duration.

The System has the right to verify th-
academic leave is, in fact, enrolled in-
stated.

A teacher who is granted such leave =
system and school seniority as previ-
leave, the teacher has the right to ret-
and school that he/she left, or in the =

mutually agreed upon between the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment.

- 12a. One (1) paid academic leave shall be available each year. The amount to be paid shall be thirty-three and one third percent (33 1/3%) of the teacher's salary for that year, not to exceed \$15,000 for a full year or \$7,500 for one (1) semester.

If, under the provisions of this leave, the needs of the teacher require part-time release from the System, then the System shall roster the individual teacher to enable him/her to pursue that approved educational goal and the amount to be paid shall be pro-rated accordingly.

13. Teachers with ten (10) or more years of seniority are entitled to apply to the Office of Catholic Education for an unpaid career or personal leave. Seniority will be frozen for the year. Teachers may enroll in the group benefit plans at their own expense. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left, or in the absence of such an opening, to a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment.

Career or personal leave may not be used to pursue a teaching, counseling or administrative position in another school or school system. A teacher who has received a career leave may only reapply after two (2) years.

14. **Extended Leave:** Due to unforeseen circumstances not covered by the leave clauses, a teacher may find it necessary to be placed on extended leave. The teacher requesting such leave will submit to the Office of Catholic Education in writing the reasons for the request, medical verification for each semester in cases of accident or illness, as well as the expected length of time for such leave. An extended leave may be granted up to three (3) semesters.

The Office of Catholic Education, after careful review of all pertinent information, will notify the teacher of the Office of Catholic Education's decision in regard to granting such a leave and the duration thereof.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return.

A teacher who is granted extended leave shall return to the System without loss of system and school seniority as previously acquired. Upon the conclusion of this leave, the teacher has the right to return to the System and to the same department and school that he/she left, or in the absence of such an opening, to a position mutually agreed upon by the System and the Association. The teacher hired as a replacement shall be so notified at the time of employment.

Teachers who are on approved extended leave due to illness or accident shall continue on the Medical Health Plan and Dental Health Plan for three (3) semesters and the Group Life Insurance Plan and Pension for one (1) year. The full cost of such premiums shall be borne by the System, subject to the provisions of Article XIII, Section 1.

In the event that it becomes necessary, due to accident or illness, a teacher may re-apply and may be granted up to an additional three (3) semesters of extended leave.

The teacher shall notify the Office of Catholic Education in writing thirty (30) days prior to the date the teacher wishes to return. Upon receipt of the teacher's request, the Office shall place the teacher's name on a list in order of system seniority as previously acquired. Such list shall also contain names of teachers who have been laid-off due to Constriction as provided in Article VII, Section 1h.

If there are no laid-off teachers as provided for in Article VII, Section 1h, then teachers requesting to return from extended leave shall be offered openings in the appropriate academic area(s) as they occur.

The teacher returning from such leave shall return without loss of system and school seniority as previously acquired.

Sick leave as stated in Sections 1 and 1b may be utilized by a teacher on extended leave of absence provided that the illness, disability, or condition for which sick leave is sought relates back to the initial reason for the requested leave of absence and providing further that the teacher's attending physician certifies that the teacher was or is disabled by reason of the leave-related illness or condition.

15. Teachers hired as replacement teachers for those on approved leaves shall have their names placed on a list and no new teacher with comparable qualifications shall be employed to fill a vacancy until the provisions of Article I, Section 1a have been fulfilled.
16. Teachers who are on approved leaves---child bearing beyond the pregnancy disability, paternity, child rearing, child adoption, academic and curriculum, career or personal, extended not due to accident or illness, or beyond the first three semesters--shall have the option of continuing the Medical Health, Dental, and Group Life Insurance Plans, if applicable. The full cost of the plans will be borne by the teacher except as modified by the Family and Medical Leave Act of 1993.
17. A copy of all leave granting letters as defined in Article VI shall be forwarded to the Association.

ARTICLE VII - TRANSFER POLICY

1. The Secondary School System reserves the right to reduce teaching personnel to conform to any constriction in the Secondary School System or individual schools. In the event of any such constriction affecting lay teachers, the Secondary School System agrees to inform the Association of such action and the reasons thereof as soon as possible, but at least thirty (30) days in advance of such constriction, and will seriously consider any recommendations that the Association may make.

All transfers and lay offs shall conform to the provisions of this contract unless otherwise mutually agreed to by the Association and the System.

- 1a. In the event it becomes necessary to reduce teaching personnel to conform to any constriction in the Secondary School System or any individual school(s), such reduction of teaching personnel shall be made in the following manner:

A department cannot constrict a teacher unless there are three (3) or more sections dropped. If two (2) teachers are to be constricted, eight (8) or more sections must be dropped. If three (3) teachers are to be constricted, thirteen (13) or more sections must be dropped. If four (4) teachers are to be constricted, eighteen (18) or more sections must be dropped.

Should constriction occur in a department, any reduced roster in that department may be returned to a full roster.

The Office of Catholic Education will monitor departments constricted by local schools and, with the Association of Catholic Teachers, will communicate the need for sensitivity in creation of rosters for teachers new to the school.

- 1b. No tenured teacher shall be laid-off as long as a non-tenured teacher is retained in the Secondary School System in any field in which the tenured teacher is qualified. Qualifications shall be determined by teaching experience and/or academic background as defined in Article VIII, Section 4.
- 1c. All teachers in the Secondary School System within the affected academic field shall be laid-off in the order of system seniority. System seniority shall be calculated from the first date of employment, which means the first day on the job. If the date of employment is identical between two (2) or more teachers, the date of assignment shall govern. If two (2) or more teachers have the same date of assignment, then the date of the Office of Catholic Education's interview shall be the determining factor. Conflicts in seniority listing at this point shall be resolved by random selection of drawing lots.
- 1d. Transfers shall proceed in strict order of system seniority within academic competency unless the transfer(s) must be made from a specific school(s),

in which case the transfer shall proceed according to strict order of school seniority within academic competency among the faculty at the school(s) from which the teacher is to be transferred.

A teacher's major department shall be defined as the one in which he/she teaches three (3) or more classes.

- 1e. In the event of a transfer(s) from a specific school(s), teachers shall be placed in other schools according to strict order of system seniority. The teacher(s) shall be notified of and have the opportunity to select from available openings in the System within the applicable academic competency(ies). When sufficient openings are not available, the teacher(s) shall be notified of and have the opportunity to select from positions held by teachers with lower system seniority within the applicable academic competency(ies).

- 1f. In the event of a lay off, the Secondary School System shall reimburse all laid-off teachers four (4) weeks salary by October 1.

Such laid-off teachers may continue enrollment in the medical plan at their own expense for one (1) year or until they secure a full-time job, whichever occurs first.

- 1g. Teachers who are laid-off as a result of constriction shall be offered positions normally held by long-term substitutes.

Laid-off teachers who assume substitute positions shall receive the benefits of a full-time teacher and shall be paid on the same salary scale that they were on as full-time employees. Their seniority, however, shall be frozen during the time that they hold the substitute position.

This provision shall apply to laid-off teachers for a period of three (3) semesters from the time of their original lay off.

- 1h. No new lay teacher with comparable qualifications shall be employed to fill a vacancy in the subject area previously staffed by a lay teacher who was laid-off by the System within the previous three (3) semesters (including those laid-off teachers who have assumed long-term substitute positions as provided in Section 1g) until such time as the open position has been offered according to system seniority to a qualified lay teacher who was laid-off. Once such an offer is made and refused, the recall obligation no longer exists. Method of notification will be a certified letter to the last current address.

Should a provisional teacher be laid-off, he/she shall be given the opportunity to be interviewed for a provisional position before the System offers the opening to a provisional new hire.

- 1i. A teacher involuntarily transferred due to constriction shall be given the opportunity to return to his/her previous school provided that such return does not substantially interfere with the continuity of instruction, should a comparable opening for which the teacher is qualified occur by the last day of the following school year.
- 1j. A teacher transferred under this section shall retain his/her school seniority in the new assignment.
- 1k. The System will meet with the Association regarding the application of the procedures in this Article.
- 2. In any other event, involuntary transfers shall be made only for necessary and compelling reasons such as when the grave academic or social needs of the Secondary School System or an individual school demand such a transfer.
 - 2a. Where a transfer under Section 2 necessitates a transfer in another school, the provisions of Section 1d shall apply.
 - 2b. Reasons for transfer under Section 2 shall be stated in writing by the appropriate authority to the teacher and to the Association as soon as possible but at least thirty (30) days prior to the transfer.
 - 2c. A teacher transferred under this section shall, in any event, retain his/her school seniority in his/her new assignment.
- 3. A teacher has the right to request a permanent transfer, temporary transfer or a teacher swap. Such requests shall be made in accordance with Section 3a and shall be honored as soon as the requested position becomes available, provided that the opening is within the teacher's academic competency, and provided that the teacher is otherwise qualified. Transfers shall be given on the basis of highest system seniority. The teacher shall interview at the school to which he/she is transferring. In no case shall a teacher be discriminated against for requesting a transfer. A transfer request shall not be honored during the school year except at the option of the Office of Catholic Education.

Tenured teachers under re-evaluation and non-tenured teachers on probation can transfer only by mutual agreement between the Association and the System.

Upon transfer, a teacher with ten (10) or more years of school seniority will be granted his/her previously acquired school seniority in his/her new school. A teacher with fewer than ten (10) years of school seniority upon transfer will surrender his/her previously acquired school seniority.

Teacher Swap

Each spring, a listing of teachers desiring voluntary transfers will be published. If there are two (2) teachers in the same discipline who wish to "swap" positions, they may do so after an interview by each receiving school with the proviso that the transfer would be permanent and that the school seniority of the lower teacher would apply to both in their new positions.

If both teachers have ten (10) or more years of school seniority, both will assume the lesser school seniority of the two.

Temporary Transfer

A teacher may request a temporary (one year) transfer to a school which has an opening for a long-term substitute in the teacher's area(s) of competency. This transfer may take place only after an interview at the receiving school. The permanent teacher would receive his/her regular salary and benefits and would maintain system and school seniority. A long-term substitute would be hired at the teacher's home school. At the end of the year, the teacher would return to his/her home school.

- 3a. Applications for permanent transfer, temporary transfer or teacher swap must be made in writing to the Office of Catholic Education by April 1 of any school year. Such applications shall include preferred school(s) and subject area(s). Requests submitted after this date will also be given consideration, if possible, but no transfer shall be made after August 15 except at the option of the Office of Catholic Education.
- 3b. A list of all known available openings shall be sent to the Association by July 9 each year.
- 3c. A list of applicants for transfer, including a designation of the school(s) and subject area(s) requested, shall be supplied to the Association within thirty (30) days under the applicable date in Section 3a above.
- 3d. A list of all openings and all of the transfers so made, including a designation of the schools to which transferred and in what subject areas, shall be supplied to the Association by October 1 of each year.
- 3e. Any tenured teacher who has requested and received a transfer for the last school year shall not be entitled to another transfer for the next school year. Such transfer, if made, shall be at the discretion of the Secondary School System.
4. The System agrees to establish guidelines for the construction or transfer of Guidance Directors, full-time guidance counselors and Librarians.

5. All transfers and lay offs and the procedures involved shall conform to the provisions of this contract and all appropriate Constriction Guidelines unless mutually agreed to by the Association and the System.

ARTICLE VIII - TEACHER ASSIGNMENTS

1. No later than sixty (60) days before the end of the school year, the Teacher Preference Form (Exhibit H) shall be distributed to all teachers and returned no later than ten (10) schools days thereafter.
 - 1a. The talents and professional skills and experience of the individual teacher in conjunction with the preference forms shall be the basis upon which assignments shall be honored, where possible.
 - 1b. The department head shall consider the rotation of qualified persons within an academic field in matters of assigning teachers to special, honor, vo-tech, and various track sections.
 - 1c. No later than June 1, the department head shall discuss with each member of the department his/her tentative recommendations to the Office of Academic Affairs including the subject, grade level(s), track level(s), or any special grouping. At this time, the teacher shall be informed of his/her tentative service period and homeroom assignment, if known. It must be understood that these recommendations are tentative in nature and subject to change.
 - 1d. Where preferences on the Teacher Preference Form (Exhibit H) are not assigned, the administrator and the department head at the local school shall discuss the reasons. If requested by the teacher, the department head will inform the teacher of the reasons the course preferences were not assigned. If requested by the teacher, the appropriate administrator shall inform the teacher of the reasons all other preferences were not assigned.
 - 1e. The administration is responsible for the final decision.
2. Teachers shall receive a complete roster thirty (30) days prior to the first day of school. In those schools where it is not possible to do so, the school must indicate this in writing to the Office of Catholic Education with a copy to the Association thirty (30) days prior to the first day of school.

Complete roster shall be defined as including:

1. Subject area, grade level, track level, any special groupings, academically talented, accelerated, honor or seminar sections and the approximate number of students in each of these classes
2. Service period assignment

3. Rostered lunch period
4. Homeroom
5. Preparation period
6. Room assignment.

In the event complete rosters as enumerated above are not available, teachers shall receive thirty (30) days notice of the subject area, grade level, and any other of the above information available at this time.

- 2a. Any change in a teacher's roster between the time the roster is received by the teacher and the opening of school can be done only after the teacher is informed.
3. A teacher's roster may be changed after the opening of school only for serious and compelling reasons and only after consultation with the teacher.
4. Teachers shall not be assigned to teach subjects outside their field of competency, unless agreed to in writing by the teacher and the Secondary School System and witnessed by a representative of the Association. Competency shall be determined as demonstrated by academic background which shall mean eighteen (18) minimum semester hours of college credit or teaching experience in the subject which shall normally mean two (2) or more years.

For teachers hired after September 1, 1982, academic background shall mean twenty-four (24) minimum semester hours of college credit.

If a teacher is declaring a competency, transcript documentation must be provided. If necessary, course description for competency verification must be provided.

If necessary, a teacher with fewer than the required number of credits for competency may be employed on a provisional basis. The teacher shall not accrue seniority or acquire competency or eligibility for tenure until the required number of credits is acquired or the provisional status is removed. The teacher shall have three (3) years to fulfill this obligation; otherwise he/she shall be terminated.

If an opening occurs in an individual school in an area in which a provisional teacher has competency, the provisional teacher shall be offered the position.

The number of academic credits needed for specific competencies will be printed on the Competency Form.

In cases such as Science, World Language, Business and Technology Education, and Health and Physical Education there are specific competencies such as: Science (Biology, Physical Science, Physics, etc.); World Language (French, Spanish, etc.); Business and Technology Education (Academic, Skilled, and Business Technology).

Health and Physical Education competencies will follow state certification regulation or twenty-four (24) credits in each of Health and Physical Education or two (2) years diocesan secondary teaching experience in each of Health and Physical Education.

Provisional Teachers

- 4a. Should a provisional teacher become full-time in his/her competency (three [3] or more periods in the area of competency), the provisional status will be removed from his/her record. The fact that the opening may be in the teacher's present school or another school has no relevance.

None of the provisional years of teaching in a field outside the teacher's area of competency shall be counted toward competency in that subject area.

A provisional teacher cannot be hired to fill a roster as long as an experienced teacher with competency in the major area remains unemployed.

- 4b. Although provisional teachers do not acquire seniority, they will be given seniority for constriction purposes only. A provisional teacher's date of hire will determine his/her eligibility to bump into his/her competency or select a position in another school.

If a constricted provisional teacher is placed in another school in the teacher's area of competency, and the teacher's original roster becomes available at the original school, the provisional status will be reinstated if the teacher returns to the original school.

A provisional teacher has three (3) years in which to acquire competency in his/her provisional area. Should a teacher be hired provisionally after the opening of school, this three (3) year period shall be extended to the end of the semester in which he/she was hired.

The six (6) teaching semesters of evaluation for tenure shall include up to three (3) teaching semesters of evaluation while the teacher held provisional status.

5. Teachers may not be assigned more than three (3) consecutive teaching periods nor more than four (4) consecutive teaching and service periods combined.

6. Teachers shall not be assigned classes which require more than two (2) preparations. A preparation is defined according to difference in subject area and grade level. Every effort shall be made not to place an undue burden on the teacher by assigning multiple subject areas and grade levels. Multiple track designations shall only be assigned for serious and compelling reasons. Four (4) tracks in any subject area or grade level is two (2) preparations. Advanced Placement courses are not considered a separate preparation. However, the teaching of an Advanced Placement class is voluntary unless academic necessity demands otherwise.
7. No teacher's total teaching load may vary by more than eleven percent (11%) from the average teaching load in that school for that subject area and grade level, excluding special program classes or where the requirements of scheduling make it unavoidable. Where possible, there will be an equitable distribution regarding the number of students assigned to a teacher in an academic area. The System retains the right to determine class size.

The maximum class size in major subject areas will be thirty-three (33) with a corridor of three (3). The total teaching load will be one hundred seventy (170) with a corridor of five (5).

8. It is agreed that the above requirements may be altered only where the teacher voluntarily agrees according to the provisions of Article XVI, Sections 1 and 1a in which case the Volunteer Form shall accompany the roster, or in cases of grave necessity in which event the Principal or his/her designee shall provide the opportunity to discuss the situation with the teacher concerned.

A teacher may agree to complete a Volunteer Form at the time he/she is informed by the administration of his/her tentative roster. If there are no changes to the roster between this time and thirty (30) days prior to the opening of school, the signed Volunteer Form shall remain in force.

The System shall forward to the Association a copy of the Volunteer Forms sent at the same time that the rosters are mailed.

Signed copies of the Volunteer Forms and the reasons therefore shall be forwarded to the Association by September 30. If no such action has been taken in the local school, the System shall notify the Association to that effect.

9. A reduced or modified teaching schedule on the local level may be offered to those lay teachers who have reached age fifty-five (55) and have twenty-five (25) years of service in the Secondary School System, except as modified by Article I, Section 1b.

- 9a. A request for consideration of a reduced or modified schedule for a teacher shall be initiated on the local level by the Senior Delegate and/or the Association of Catholic Teachers no later than May 1. The decision by the System shall be made only after consultation among the various parties involved, including the teacher, the local school administration, and the Association representatives. A list of those teachers on a reduced or modified schedule shall be forwarded to the Association by September 30.
- 9b. The provisions of Sections 9 and 9a shall be without prejudice to individual teachers.
- 9c. The reduced or modified teaching schedule shall consist of three (3) periods, three (3) teaching or two (2) teaching and one (1) service period. The teacher shall not be assigned a homeroom.
- 9d. Any teacher receiving a reduced roster or modified teaching schedule shall be treated as a full-time teacher in all respects except salary. The teacher shall receive one-half (1/2) of his/her annual salary. As with those teachers on sabbatical leave, teachers on a reduced or modified teaching roster will have their salary counted as full for pension purposes.
- 9e. Any teacher desiring to return to a full-time roster may do so only by mutual agreement between the Association of Catholic Teachers and the Office of Catholic Education.
- 10. Lay teachers who are assigned as assistants to the Assistant Principals of Academic Affairs, Student Services, Student Affairs, Student Life or Guidance Director and where such assignment requires work beyond the school day, shall be compensated, not necessarily in a financial manner, as mutually agreed to in writing by the teacher in consultation with the Association or its designee and the Principal in consultation with the Office of Catholic Education. Said agreement shall be in writing with a copy forwarded to the Association.
- 11. Any pilot school proposal/program will be addressed by both the Association and the System. The Office of Catholic Education and the Association of Catholic Teachers will work together to address specific problems as they arise.

ARTICLE IX - DUTIES AND ACTIVITIES

- 1. The school year shall not exceed one hundred ninety (190) days. Any orientation and in-service days are to be included within these one hundred ninety (190) days.
- 2. Except in emergency situations, the school day shall not exceed seven (7) hours.

Consideration should be given in time allocated for meetings after school in relation to Middle States, changes in scheduling and restructuring/merger.

- 2a. Teachers must be available for consultation with parents and/or pupils on a reasonable basis outside of class hours, but within the school day.

When a parent or pupil requests a meeting with a teacher, the teacher must make himself/herself available to meet with the parent or pupil within five (5) school days of the request. When a parent communicates with a teacher who is not immediately available, the teacher shall make every effort to return the parent's communication within two (2) school days of receipt of the parent's communication.

3. On days when school is not held to allow attendance at professional meetings, teachers are required to attend these meetings. The System shall provide reasonable reimbursement for parking and lunch on these days.
- 3a. Local in-service days shall be held within the school day. When conducted off-site, they shall be held at a reasonable distance from the school.
- 3b. Teachers are required to attend diocesan/school in-service programs within the school week, within the normal school day.
4. The Secondary School System will continue its policy of exploring and developing innovative and forward-looking educational programs, particularly in the area of proper utilization of in-service programs.
- 4a. In-service days offer teachers excellent opportunities for professional growth. The individual schools shall continue their policy, where the official school calendar permits, of providing at least one (1) in-service day per semester for the purpose of curriculum improvement, human relations and/or the particular needs of the individual schools. These days shall also be used for workshops to improve educational skills and techniques. The scheduled agenda and report of these in-service days shall be forwarded to the Director of Curriculum & Instruction and Staff Development. If religious activities are part of the local in-service day, teachers are required by the System to attend such activities.
5. The System recognizes the importance of days of recollection and requires teachers to attend such days.
6. No teacher shall be required to attend more than seven (7) professional meetings a year outside the school day. Graduation exercises are to be included in these seven (7) meetings.
- 6a. Faculty meetings shall not exceed ten (10) per year and shall not extend more than one (1) hour beyond the length of the normal school day.

An agenda, and if possible, printed material shall be distributed at least twenty-four (24) hours prior to the meeting.

If twenty-five percent (25%) of the faculty members indicate to the Principal in writing by their signatures their desire to place a specific topic on the agenda, the topic shall be included on the agenda of the next regularly scheduled faculty meeting, provided notice is given forty-eight (48) hours prior to the meeting. This request shall not be unreasonably denied.

These professional and faculty meetings should be published in accordance with the provisions of Section 7 of this Article.

- 6b. Teachers shall not be required to attend departmental meetings more than ten (10) times during the school year and such attendance shall not be required for more than one (1) hour beyond the length of the normal school day except where modified at the discretion of the department members.

An agenda and, if possible, printed material shall be distributed at least twenty-four (24) hours prior to the meeting.

If twenty-five percent (25%) of the department members indicate to the department head in writing by their signatures their desire to place a specific topic on the agenda, the topic shall be included on the agenda of the next regularly scheduled department meeting, provided notice is given forty-eight (48) hours prior to the meeting. This request shall not be unreasonably denied.

7. A yearly calendar in each school shall be published in September indicating System holidays, school events and meetings, especially faculty meetings, parent-teacher meetings, assessment dates and closing marks. Local holidays and necessary changes to the yearly calendar and, when known, orientation and in-service days will be published on the first school day of each month.
8. When placement examinations, college boards, merit scholarship test, etc. are administered at a school, the teaching staff at that school shall be given the first opportunity to volunteer as proctors and receive the usual remuneration. They shall be chosen according to school seniority. On successive examinations, those teachers who have not yet served as proctors will be given the first opportunity according to school seniority.
9. The total teaching and service periods shall not exceed six (6) a day or thirty (30) a week plus a home room as defined in Section 9f. Substitutions as defined in Section 9c2 are excluded from the foregoing. The total number of teaching periods shall not exceed five (5) per day or to allow for flexibility in scheduling shall not exceed twenty-five (25) per week. Teachers who are rostered for more than twenty-five (25) teaching periods per week should have a comparable reduction in the number of service periods assigned.

Rosters for the Librarian, Director of Guidance and full-time counselor(s) shall have their preparation, service and lunch periods defined. Any change will be by mutual agreement between the Librarian, Director of Guidance or the full-time counselor(s) and the school.

- 9a. The teaching period is one in which the teacher is actively involved in the act of teaching, either as an individual or as a member of a teaching team. This shall usually be a forty-five (45) minute period. To allow flexibility in scheduling, the weekly total of teaching and service periods shall not exceed 1,350 minutes exclusive of homeroom and substitutions as defined in 9c3 and 9c7.
- 9b. A service period is one in which the teacher is assigned any professional duties other than teaching. After two (2) consecutive years of cafeteria duty, a teacher shall not be involuntarily assigned to a third year except for serious and compelling reasons.

It is the policy of the System to provide adequate supervision of study halls and cafeteria ensuring that a reasonable number of staff are assigned with particular attention to periods where classes are added. The number of students per teacher in a study period or cafeteria are, under usual circumstances:

Study Period-	100 to 1
Cafeteria-	175 to 1

- 9c. Substitutions shall first be assigned to teachers who have been rostered to serve as substitutes during a specific period which is to be their service period. Substitutes shall be assigned in the following sequence:

- a. Rostered Substitutes
- b. Volunteer Substitutes
- c. Non-teaching Assistants
- d. Other Service Periods and Offices
- e. Department heads according to the following:

First to Substitute: department heads with one (1) to three (3) members

Second to Substitute: department heads with four (4) to seven (7) members

Third to Substitute: department heads with eight (8) or more members

- f. Preparation Periods.

- 9c1. The Office of Catholic Education will work with the individual schools to identify a pool of volunteers to serve as substitutes.
- 9c2. The Office of Catholic Education will work with the individual schools to identify non-teaching assistants available to be hired on a part-time basis. These non-teaching assistants will supplement faculty substitutes and the pool of volunteers.

The number of non-teaching assistants shall be determined by the Office of Catholic Education.

Any individual employed under this Section shall not be covered by any other terms or provisions of this Agreement.

- 9c3. If no teachers are available who have been rostered for substitutions during that period, and if there are no available volunteers or non-teaching assistants, then substitutes shall be drawn from all service periods except where this will adversely affect the efficient operation of the school. Department heads should be used as substitutes so that an undue burden is not placed on other members of the faculty.
- 9c4. If there are no personnel available under Sections 9c and 9c3 above, then only in that event may a teacher be assigned a substitution from other than a service period.
- 9c5. The rostered lunch period may not be used as a substitution period.
- 9c6. There shall be an equitable distribution of substitutions under this Section, and substitutions shall be distributed without regard to state of life.
- 9c7. Under the circumstances of Section 9c4 above, the teacher may be assigned up to eight (8) substitutions per year. Acceptance of substitutions in this circumstance beyond this number shall be subject to the procedures of Article XVI, Sections 1 and 1a.
- 9c8. Teachers will be given an additional sick leave day for every four (4) substitutions assigned in accordance with Section 9c4 above.
- 9d. Records of all substitutions shall be available to the Senior Delegate upon proper notice to the appropriate Assistant Principal.
- 9e. A preparation period is one during which the teacher is not assigned to a programmed responsibility. Teachers shall be rostered to at least one (1) such period per day, subject to the provisions of Article IV, Section 6.

- 9f. The normal homeroom period shall not exceed twenty-two (22) minutes. The total homeroom time per week, however distributed, is not to exceed one hundred forty (140) minutes excluding religious services. Exceptions to the total time restrictions shall be made only for necessary and compelling reasons. These shall, where possible, be scheduled in such a way as not to cancel a regular teaching period. Homerooms shall be assigned on an equitable and rotating basis, except for necessary and compelling reasons.

If an individual school has Channel One or a similar program scheduled during homeroom, the total homeroom time per week is not to exceed one hundred forty-five (145) minutes excluding religious services. If Channel One or a similar program is discontinued, the local school will determine whether it is necessary to continue with the additional five (5) minutes of homeroom time per week.

- 9g. Assemblies that begin before the start of the school day can be scheduled on a nonrecurring basis only if no more than one-half of the students and teachers are required to be present and only if this assembly is not the daily homeroom.
10. There shall be a rostered duty-free lunch period of the same length as the teaching period, which is normally forty-five (45) minutes.
11. Teachers who are required to formulate and evaluate student review programs for any course to remove a failure in that course shall be compensated for this work at the rate of \$50.00 per student to a maximum of \$250.00.
12. All teachers are required to undergo a (i) Pennsylvania State Police Request for Criminal Record Check and (ii) a Pennsylvania Department of Public Welfare Child Abuse History Clearance.

All teachers residing outside Pennsylvania or who have moved from outside Pennsylvania within two (2) years prior to the commencement of work are also required to undergo an F.B.I. fingerprint check.

- 12a. For teachers who have previously provided the foregoing background checks, new background checks as required above must be provided every five (5) years from the date of the last background checks.
- 12b. For teachers who have had a break in service for a year or more, new background checks as required above must be provided.
- 12c. The cost of the background checks shall be borne by the System for all teachers in the System. The teacher shall be required to complete and sign any forms necessary to complete these background checks.

- 12d. Teachers who fail to comply with these background check requirements shall be terminated immediately.
- 12e. Teachers whose reports state (i) a report of conviction for an offense identified in 24 P.S. § 1 - 111 (e) (1) - (3), as amended; or (ii) a founded or indicated report of child abuse on the Pennsylvania Department of Public Welfare Child Abuse History Clearance Statement shall be terminated immediately.
- 13. Any deviation not specifically provided for in this Article shall be made subject to mutual agreement by the System and/or its designees and the Association and/or its designee.

ARTICLE X - EXTRACURRICULAR ACTIVITIES

- 1. The local faculty and the Association will be notified of openings in extracurricular activities by a posting in the local schools. All eligible faculty members in the local school may apply, and they shall be given serious consideration. The Association will be notified of the results through information given to the Senior Delegate in the local school.
 - 1a. All openings for uncompensated extracurricular activities in a local school shall be posted in that school ten (10) school days after the opening of school. Teachers in the local school shall have five (5) school days to volunteer for such activities. This list of activities and volunteering moderators, when completed, shall be forwarded to the Association by the local school.
 - 1b. An uncompensated extracurricular activity or activities shall not exceed a total of forty (40) hours a year beyond the time spent in the regular school day except as modified by Article XVI, Sections 1 and 1a.
- 2. In the case of openings in compensated extracurricular activities which occur during the summer, these openings shall be posted on the first day of school and remain posted for ten (10) days thereafter. When the position needs to be filled immediately, however, the Association will be notified by mail of these openings which shall not be filled for twelve (12) days after the position becomes available.
- 3. All openings for head coaching positions in major sports shall be posted in all schools twenty (20) days prior to the filling of such positions. All interested teachers may apply. Priority of consideration shall first be given to applicants from the local school. (Priority of consideration means that they shall be interviewed.) If no one from the local school applies or is considered best qualified, then the selection process shall next turn to applicants from within the System. If no one from the System applies or is considered best qualified, only in that event shall the selection be made from outside the System.
 - 3a. All openings for Athletic Director shall be posted in all schools twenty (20) days

prior to the filling of such positions. All interested teachers may apply. Qualifications, duties, and responsibilities for the position shall be posted. Priority of consideration shall be given to applicants from the local school. (Priority of consideration means that they shall be interviewed.) If no one from the local school applies or is considered best qualified, then the selection process shall next turn to applicants from within the System. If no one from the System applies or is considered best qualified, only in that event shall the selection be made from outside the System.

4. Activities Schedule: lay teachers serving in the following positions shall receive:

A. (Schools having student enrollment less than 900)

B. (Schools having student enrollment of 900 or more)

The moderators of the following shall receive a minimum of:

The moderators of the following shall receive a minimum of:

Moderator of Dramatics \$1,275

Moderator of Dramatics \$1,425

Moderator of Yearbook \$1,275

Moderator of Yearbook \$1,425

Moderator of Forensics \$1,275

Moderator of Forensics \$1,425

Moderator of Newspaper \$1,275

Moderator of Newspaper \$1,425

Moderator of Student Council \$1,275

Moderator of Student Council \$1,425

Moderator of National Honor Society \$1,275

Moderator of National Honor Society \$1,425

Effective September 1, 2004, the moderators serving in the above positions shall receive a minimum of:

A. \$1,300

B. \$1,450

Effective September 1, 2005, the moderators serving in the above positions shall receive a minimum of:

A. \$1,325

B. \$1,475

4a. The designated moderator of an uncompensated extracurricular activity requiring

more than forty (40) hours shall be compensated at the minimum rate of \$500.

An agreement in writing between the designated moderator and the Principal must be made in advance of the assignment. A copy of said agreement shall be forwarded to the Secondary School System and the Association. Prior to the start of the activity, it is understood that the Principal and the moderator shall agree to the time schedule to be spent in such extracurricular activities.

ARTICLE XI - ADVANCEMENT

DEPARTMENT HEADS

- 1: All openings for department head "in the academic areas" shall be posted in all schools. If the opening occurs during the school year, then it shall be posted no later than fifteen (15) days after it occurs and shall remain posted for ten (10) school days, after which time applications will close.
- 1a. All openings for department heads not posted for ten (10) school days before the end of the school year including those which become open by July 9 shall be submitted to the Association or its designee on July 9 and posted thereafter in the individual schools until July 23. Applications for these positions must be submitted or postmarked no later than July 23. Openings that occur during the summer between July 9 and July 30 shall be submitted to the Association or its designee on July 30 and posted thereafter in the individual schools until August 13. Applications for these positions must be submitted or postmarked no later than August 13. Openings that occur during the summer between July 30 and August 15 shall be submitted to the Association or its designee on August 15 and posted thereafter in the individual schools until August 30. Openings that occur during the summer after August 15 shall be posted in the individual schools on the first day of school and remain posted for ten (10) school days.
- 1b. Only candidates who meet the requirements may apply and every consideration shall be given to the application.
2. A Department Head Review Board as defined in Article XV, Section 7, shall conduct interviews with qualified applicants to establish who is best suited for appointment to the post of department head.
- 2a. The department head shall be selected within twenty (20) days after the closing date for applications and he/she shall be notified of his/her appointment no later than seven (7) days thereafter.
- 2b. A response to the Office of Catholic Education confirming his/her acceptance must be made within five (5) days of notification. Failure to respond will be considered as rejection of the offer.

- 2c. Applicants not selected may request from the school administration an explanation of the reasons they were not appointed.
3. In cases where the Review Board considers none of the applicants qualified for the position of department head, the position may be reposted one (1) time. If this reposting fails to produce a qualified applicant, an acting department head shall be appointed as determined by the Office of Catholic Education guidelines.

In cases where there are no applicants, the position may be reposted one (1) time. If this reposting fails to produce an applicant(s) or where the Review Board considers none of the applicants qualified for the position of department head, an acting department head shall be appointed as determined by the Office of Catholic Education guidelines.

- 3a. In the case of a department head opening that occurs during the summer after August 15, an interim department head shall be appointed to serve until the appointment is made under the provisions of Section 1 above and subject to the provisions of Section 4 below.
- 3b. A department head who is granted any leave up to one (1) year or the use of sick days up to one (1) year shall have an interim department head appointed to that position for the term of the leave.
- 3c. Interim department heads or department heads appointed during the school year shall be paid the increment provided elsewhere in the Basic Contract on a pro rata basis.
4. If an opening for department head also involves a vacancy in the staff of the department, that newly appointed head may assume his/her duties and fill the vacancy not later than the end of the semester in which the selection was made. If the opening for a department head does not also involve a vacancy in the staff of that department, that newly appointed head will assume his/her duties at the end of the current school year unless the teacher selected is already a member of the teaching staff.
5. All department heads shall be exempt from constriction for their first two (2) terms. However, this does not apply to system seniority in the event of a lay off situation.

Effective September 1, 1994, teachers with ten (10) or more years of school seniority who assume department head positions in schools other than their own shall retain school seniority in their new positions.

- 5a. Terms shall be defined as follows:

Full Department Head: The term of full department head is understood to be four (4) years.

Acting Department Head: The term of acting department head is understood to be two (2) years.

- 5b. Requirements, Appointments, Duties and Responsibilities are found in the Guidelines for Department Heads.

Department head review shall be conducted at the end of the first and third years of the department head's term. In the case of an acting department head, the review shall be conducted every year.

6. A listing of all department heads in the academic areas and the date appointed shall be forwarded to the Association by November 15 of each academic year.
7. Department heads shall be assigned no more than four (4) teaching periods except where the requirements of rostering demand otherwise. In addition to attending to usual department duties, department heads are to use the additional periods so made available as well as service periods for the purpose of advising and counseling teachers in their department and especially seeking to improve the instruction of non-tenured teachers, except as modified by Article III, Section 3b.
8. Department heads shall be afforded the opportunity to interview new teachers in their departments.
9. Guidelines for Department Heads shall not be changed during the term of this Agreement except for serious and compelling reasons. In that event, the System shall consult with the Association on any proposed changes before they are promulgated.

AV DIRECTOR, TV DIRECTOR, AND COMPUTER RESOURCE PERSON

10. If an opening for AV Director, TV Director, or Computer Resource Person occurs during the school year, it shall be posted in the local school no later than fifteen (15) days after it occurs and shall remain posted for ten (10) school days, after which time applications will close. All qualified candidates may apply and every consideration shall be given to the application.
- 10a. In the case of openings for AV Director, TV Director or Computer Resource Person which occur during the summer, these openings shall be posted on the first day of school and remain posted for ten (10) days thereafter. When the position needs to be filled immediately, however, the Association will be notified by mail of these openings which shall not be filled for twelve (12) days after the position becomes available.

- 10b. All qualified candidates may apply and every consideration shall be given to the application.
- 10c. Terms shall be defined as follows:

AV Director, TV Director: The term is understood to be four (4) years.

Computer Resource Person: The term is understood to be two (2) years.

ADMINISTRATIVE POSITIONS

- 11. All openings for administrative positions in the local school up to and including Assistant Principals shall be posted in all schools. This shall not apply in those schools where a binding agreement has been made between the System and a religious community regarding specific administrative positions.

The Archbishop of Philadelphia appoints Principals. In the event that a Principalship becomes available to the total faculty, it shall be posted in all schools. Availability in each particular instance shall be determined by the Secretary for Catholic Education. Teachers who are interested in the position of Principal may submit a letter of intent to the Superintendent of Schools. An interview shall be granted within a reasonable period of time.

Qualifications, duties, and responsibilities for each position shall be posted.

- 11a. If the opening occurs during the school year, then it shall be posted no later than fifteen (15) days after it occurs, and shall remain posted for ten (10) school days, after which time applications will close.
- 11b. All openings for administrative positions not posted for ten (10) school days before the end of the school year shall be submitted to the Association or its designee on July 9 and posted thereafter in the individual schools until July 23. Applications for these positions must be submitted or postmarked no later than July 23. Openings that occur during the summer between July 9 and July 30 shall be submitted to the Association or its designee on July 30 and posted thereafter in the individual schools until August 13. Applications for these positions must be submitted or postmarked no later than August 13. Openings that occur during the summer between July 30 and August 15 shall be submitted to the Association or its designee on August 15 and posted thereafter in the individual schools until August 30. Openings that occur during the summer after August 15 shall be posted in the individual schools on the first day of school and remain posted for ten (10) school days.
- 11c. All qualified candidates may apply and every consideration shall be given to the application.
- 11d. The administrator shall be selected within twenty (20) days after the closing date

for applications and he/she shall be notified of his/her appointment not later than seven (7) days thereafter.

ARTICLE XII - SALARIES

1. Effective with the first pay of the 2003-2004 school year, teachers shall be paid in accordance with the agreed upon salary schedules (Appendix). The schedules provide for increases of \$1,000 per teacher.

Effective with the first pay of the 2004-2005 school year, teachers shall be paid in accordance with the agreed upon salary schedules (Appendix). The schedules provide for increases of \$1,300 per teacher.

Effective with the first pay of the 2005-2006 school year, teachers shall be paid in accordance with the agreed upon salary schedules (Appendix). The schedules provide for increases of \$1,500 per teacher.

- 1a. Starting salary under the Basic Scale Level 1 shall be as follows:

September 2003	\$30,500
September 2004	\$31,000
September 2005	\$31,700

2. The categories upon which the salary scale is based are:

Basic Scale	Bachelor's Degree + 18 or with Active Certification (+\$200)	30 Graduate Credits or Master's (+\$500)	Double Master's Degree (+\$800)	Doctorate (from University or College accredited by regional Accrediting Assoc. or Certified by Pa. Dept. of Education) (+\$1000)
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- 2a. It is understood that if a teacher acquires additional credits which place him/her in the next column, the teacher shall receive the increase at the appropriate step and in the appropriate column.
3. Teachers who acquire a Master's Degree or Doctorate from a College or University accredited by a regional Accrediting Association or certified by the

Pennsylvania Department of Education during the school year shall receive the appropriate increment pro-rated for the remainder of the school year.

4. Effective September 1, 2003, department heads shall receive \$1,700 beyond the Salary Scale.

Effective September 1, 2004, department heads shall receive \$1,750 beyond the Salary Scale.

Effective September 1, 2005, department heads shall receive \$1,800 beyond the Salary Scale.

5. Effective September 1, 2003, AV/TV Directors shall receive \$1,125 beyond the Salary Scale.

Effective September 1, 2004, AV/TV Directors shall receive \$1,150 beyond the Salary Scale.

Effective September 1, 2005, AV/TV Directors shall receive \$1,175 beyond the Salary Scale.

- 5a. Effective September 1, 2003, Computer Resource Persons shall receive \$1,200 beyond the Salary Scale.

Effective September 1, 2004, Computer Resource Persons shall receive \$1,225 beyond the Salary Scale.

Effective September 1, 2005, Computer Resource Persons shall receive \$1,250 beyond the Salary Scale.

6. Salaries to the teachers will be paid every other Friday over a period of ten (10) or twelve (12) months at the option of the teacher when exercised as follows: No later than the end of the last school day in the first week of the new term, each teacher who desires to be paid on a twelve (12) month basis shall so notify his/her school. In the absence of such notification on or before said date, the teacher involved shall be automatically listed for payment on a ten (10) month basis for the school year.

- 6a. Teachers returning from approved leaves during the school year may opt for ten (10) or twelve (12) month salary pro-rated accordingly.

7. No later than the end of the last school day in the first week of the new term, each teacher who desires direct deposit shall notify his/her school of the financial institution(s) and account number(s) where his/her salary is to be deposited.

8. The System will pay all monies due within thirty (30) days of any termination of

employment.

9. If, for any cause, the teacher serves only a fractional part of the school year, the total of a teacher's compensation will be 1/190 of the actual salary for each day of service rendered.
- 9a. A reduction of 1/190 of the annual compensation stated herein will be made for each day the teacher is absent except for such absences as are permitted under this contract.

ARTICLE XIII - FRINGE BENEFITS

1. MEDICAL HEALTH INSURANCE

All teachers will have the option of enrolling in the mutually agreed upon Blue Cross Personal Choice Plan, the Keystone Point of Service Plan, or the Keystone HMO Plan.

Effective November 1, 2003, the System shall offer the Personal Choice 20/30/70 plan without co-pays for inpatient hospital deductible and outpatient surgery deductible.

Effective November 1, 2003, the prescription drug co-pay for the Keystone Point of Service Plan and the Keystone HMO Plan shall be changed to \$10 generic, \$20/\$35 brand.

The System reserves the right to directly contract with a pharmacy benefit manager to provide prescription plan benefits with the plan design agreed upon by the System and the Association.

Health Care Legislation: If national or state health care legislation requires any change in health insurance and related provisions set forth in the Agreement, the Agreement shall be amended to conform with governing federal and state law.

- 1a. Where the participating member of the Medical Health Plan has a spouse who is employed and covered under another group insurance program, and where said spouse is also "head of household" then individual coverage only will be supplied to the participating member.
- 1b. All teachers enrolled in the mutually agreed upon Blue Cross Personal Choice Plan, the Keystone Point of Service Plan or the Keystone HMO Plan shall contribute toward the monthly premium cost.

Effective November 1, 2003, the teachers' medical contributions will be seven and one-half percent (7 1/2%) of the cost of the plan selected, modified by the Health & Welfare Fund contributions listed below.

For the 2003-2004 Plan Year, the Health & Welfare Fund shall reimburse the System ten percent (10%) of the cost of the teacher's contribution for the plan selected by the teacher. The calculation of the subsidy from the Health & Welfare Fund and timing of reimbursement to the System shall be mutually agreed upon between the Fund Trustees and the System.

Effective November 1, 2004, the teachers' medical contributions will be eight and one-half percent (8 1/2%) for the Personal Choice Plan, eight percent (8%) for the Keystone Point of Service Plan and seven and one-half percent (7 1/2%) for the Keystone Health Maintenance Organization Plan, modified by the Health & Welfare Fund contributions listed below.

For the 2004-2005 Plan Year, the Health & Welfare Fund shall reimburse to the System \$103,000 toward the teachers' medical contributions. The pro rata calculation of the subsidy from the Health & Welfare Fund and timing of reimbursement to the System shall be mutually agreed upon between the Fund Trustees and the System. The Health & Welfare Fund subsidy shall be adjusted so that the contribution required by the teacher shall not be less than that made by the teacher in the 2003-2004 plan year.

Effective November 1, 2005, the teachers' medical contributions will be nine and one-half percent (9 1/2%) for the Personal Choice Plan, eight and one-half percent (8 1/2%) for the Keystone Point of Service Plan and eight percent (8%) for the Keystone Health Maintenance Organization Plan.

Should the composite rate of the individual plan exceed seventeen percent (17%) for the 2004-2005 Plan Year, the System will pay the increase above seventeen (17%) percent.

Should the composite rate of the individual plan exceed twenty percent (20%) for the 2005-2006 Plan Year, the System will pay the increase above twenty percent (20%).

If the cost of the plan selected is higher than the Personal Choice Plan, the teachers shall also pay any difference in cost between the premium for that plan and the Personal Choice Plan.

Pre-Tax Basis: Payments by teachers toward premium costs may be made on a pre-tax basis as long as the law permits.

Deductions for medical insurance cover the plan year beginning on November 1 and ending the following October 31. New permanent teachers will not be charged medical contributions for the months of September and October.

In addition, teachers who retire or leave the System will not be entitled to a refund

of contributions which they have paid for the months of September and October.

Medical contributions will be deducted from November through June for those on a ten-month payroll and November through August for those on a twelve-month payroll.

- 1c. Effective September 1, 2003, a teacher who has twenty-five (25) or more years of service and who is between the ages of fifty-five (55) and sixty-five (65) and is eligible for and elects to begin receiving an early retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan, shall have the option at the time of his/her retirement of having the full cost of the medical insurance premium paid to a maximum of \$10,000 per year, net of the medical contribution listed below, up to the end of the month the teacher reaches age sixty-five (65) or of receiving \$5,000 per year as a supplement to his/her early retirement pension.

Effective September 1, 2003, in addition to the foregoing, teachers who have twenty-five (25) or more years of service and who retire between the ages of fifty-five (55) and fifty-eight (58) and who elect to continue coverage in the medical plan shall be responsible for paying the monthly medical contribution set forth in Article XIII, Section 1b. The contributions will change annually based on the cost of the plan selected and the provisions of Article XIII, Section 1b. The contributions for medical coverage will end the month the teacher reaches age fifty-eight (58).

The payment of the \$5,000 supplement per year shall begin in the January following the teacher's retirement and shall be pro-rated in the first year of the teacher's retirement and in the last year to the month the teacher reaches normal retirement as defined by the Lay Employees' Retirement Plan.

The teacher shall have the option of changing his/her election of coverage one (1) time during the period in which the teacher retires and subsequently attains the normal retirement age.

- 1d. Retired teachers who are not yet eligible for Medicare and are not covered by Article XIII, Section 1c shall have the option of continuing on the Medical Health Plan. The cost of the plan shall be borne by the teacher.

Retired teachers who are eligible for Medicare shall have the option of participating in one of up to three (3) medical plans which are to be mutually agreed upon by the System and the Association. The cost of the plan shall be borne by the teacher.

The Office of Catholic Education and the Association have mutually agreed to offer the following medical plans to retirees who are eligible for Medicare:

Blue Cross 65 Special with Major Medical

Personal Choice 65

Keystone 65

The plan choices will remain in effect unless the plans are no longer available from the carriers or either party proposed a change to the choices offered by September 1 of each year and such proposed change is mutually agreed upon.

A retired teacher who is eligible for Medicare and whose spouse is not eligible for Medicare, shall have the option of covering his/her spouse in the Medical Health Plan until said spouse is eligible for Medicare. The cost of the Plan shall be borne by the teacher.

- 1e. If a teacher, teacher's spouse or dependent would lose medical coverage for any of the following reasons, continuation coverage will be offered at the teacher's expense for the following periods of time:

Voluntary Termination of Employee	18 months
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Involuntary Termination of Employee (except for gross misconduct)	18 months
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Disability of Employee as determined under the Social Security Act	18 months
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Dependent Child no longer qualifies as dependent under group health plan	18 months
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- 1f. In the event of the death of an employee, the System will, at its expense, continue the medical insurance coverage for the surviving spouse and dependent children for a period of three (3) years from the date of the employee's death provided that the spouse is not eligible for other coverage.

2. The teachers, members of the bargaining unit, shall, without cost to themselves, continue to be entitled to the benefits of the Archdiocesan Lay Employees' Retirement Plan as set forth in the official pension plan. Said Pension Plan is not otherwise a subject matter of this Agreement. However, in the event that said Pension Plan is discontinued for any reason during the term of this Agreement, the Association may immediately request collective bargaining on the subject of a pension.

A representative of the Association of Catholic Teachers selected from a list of two (2) nominees submitted by the Association will be appointed to the Archdiocesan Lay Employees' Retirement Board of Trustees.

- 2a. Each year of the Contract, the Secretary for Catholic Education shall meet with representatives of the Association prior to the fall meeting of the Board of Trustees of the Archdiocesan Lay Employees' Retirement Plan to receive the Association recommendations for transmittal to the Board. In turn, the Office of Catholic Education Board Member shall promptly transmit the Board's response to these concerns to the Association.
- 2b. Effective September 1, 1995, any teacher who is eligible for and elects to begin receiving an early retirement pension under the terms of the Archdiocese of Philadelphia Lay Employees' Retirement Plan will, upon request, be offered a position as service period assistant at the last school at which he/she was employed as a teacher for not more than nineteen (19) hours per week at the rate of ten dollars (\$10.00) per hour. Any individual employed under this Section shall not be covered by any other terms or provisions of this Agreement, nor shall he/she be entitled to any other benefits provided for in this Agreement with the exception of a lunch at no cost on the days he/she works.
- The retired teacher may accept a service period assignment position at another school provided that a retiree in that school declines the position.
3. A Group Life Insurance Program shall be continued by the System. This plan shall provide group life insurance for each lay teacher in the amount of \$50,000. The cost of this plan shall be borne by the System.
- Teachers shall have the option to purchase up to an additional \$100,000 of life insurance in increments of \$10,000 subject to all terms and conditions imposed by the carriers. The cost of the additional insurance shall be borne by the teacher.
4. The Secondary School System shall provide lunch at no cost for the lay teachers on all regularly scheduled school days.
5. All staff members shall have equitable parking privileges.
- 5a. The System agrees to pay the deductible on a teacher's policy if vandalism occurs at a school function as long as the vandalism on school property can be substantiated.
6. The Secondary School System will provide excess automobile liability coverage applicable to teachers transporting faculty members and/or students on or as part of school activities. The Master Contract of such coverage shall be sent to the Association.
7. In order to offer the opportunity for the improvement of professional competence

the Secondary School System shall set aside a fund of \$50,000 each year to assist some of the lay teachers in their pursuit of an approved educational goal.

Fifty percent (50%) of the tuition costs incurred by the teacher will be reimbursed by the Archdiocese. The maximum study grant shall be \$1,500 each year. After one (1) year of satisfactory teaching with the Secondary School System, a teacher will be eligible to receive this grant. Teachers who have received a study grant for two (2) consecutive years are not eligible to receive it for the following year. Regulations affecting this Section shall be subject to mutual agreement between the Association and the System.

Applications for a study grant shall be posted in all schools no later than September 15. Applications for a Study Grant shall be submitted no later than October 15. The teachers selected and the Association shall be so notified by November 1.

8. The System will provide a disability income plan with voluntary teacher participation providing long-term disability income benefits for sickness and accidental injury. One-half (1/2) of the cost of this program will be borne by the System and one-half (1/2) by the teacher. Any change in the plan or carrier shall be by mutual agreement of the System and the Association.

Teachers must utilize all accumulated sick leave prior to disability leave. Teachers may, at their option, retain a bank of thirty (30) sick days, provided that the thirty (30) day elimination period has been met.

9. The System will continue the existing dental plan, as improved. The total cost of this program will be borne by the System. Any change in the plan or carrier shall be by mutual agreement of the Association and the System.
10. The System shall continue the voluntary Tax Deferred Annuity Program. The Association has the right to be present at and will be notified in advance of any meetings between the System and the carrier(s). Any changes in the carrier(s) shall be by mutual agreement of the System and the Association. There shall be a total of five (5) companies designated as Tax Deferred Annuity Companies.
- 10a. All monies shall be remitted to the companies within three (3) working days of each pay date.
11. Any lay teacher who has dependent children attending the Secondary Schools of the Archdiocese of Philadelphia shall not be expected or required to pay Diocesan Registration Fees, Tuition, and School Fees for such children. Children of a teacher who dies while he/she is an employee of the Secondary School System shall not be expected or required to pay Diocesan Registration Fees, Tuition, and School Fees.

- 11a. Dependent children of a teacher who retires from the Secondary School System shall not be expected or required to pay Diocesan Registration Fees, Tuition, and School Fees.

12. Teachers on approved leaves (Article VI, Section 15) or teachers and their dependents as described in Article XIII, Section 1e, who wish to remain in the group medical, dental or life insurance plans shall remit the premiums for such plans thirty (30) days in advance of the due dates.

Retired teachers (Article XIII, Section 1d) and laid-off teachers (Article VII, Section 1f) who wishes to remain in the group medical or dental plans shall remit the premiums for such plans thirty (30) days in advance of the due dates.

13. The System shall provide the Association utilization reports on the Medical Health Plan and the Disability Plan annually as soon as they become available. An annual meeting with representatives of each of these plans shall be held, if requested.
14. It is understood that if Unemployment Compensation is discontinued by the System for any reason, the System shall continue to follow the guidelines and shall replace the compensation program with comparable coverage.

ARTICLE XIV - GRIEVANCE PROCEDURE

1. In the operation of any school system, honest disagreements will arise as to the most effective way to achieve good education. In most cases such disagreements are resolved through discussions which take place in an atmosphere of good will. However, there may arise problems which one or more parties believe have not been successfully resolved through informal procedures. In order to assure a vehicle for pursuing the desired goals in a further and formal way, the following grievance procedure is hereby adopted.

Grievances involving general application shall be advanced to or be initiated at Section 6 (Diocesan Level) of this procedure by mutual agreement of the System and the Association.

2. A representative of the Association of Catholic Teachers shall be given the opportunity to be present at all levels of the grievance procedure. The Association may initiate or appeal a grievance for any teacher or on its own behalf.
3. A teacher having a complaint may on his/her own behalf or accompanied by a representative of the Association, present it to the Principal of the school or his/her designated representative within seven (7) school days after the cause of the complaint arises or could have been commonly known, or could have been known by the grievant. The parties shall make every effort to resolve it at this

level.

4. A grievance shall be reduced to writing using the standardized Grievance Form (Exhibit D) and presented to the school Principal within seven (7) school days of the completion of the previous step, or within seven (7) school days after the cause of the complaint arises or could have been commonly known, or could have been known by the grievant. The Principal shall answer the grievance in writing within seven (7) school days. The Principal shall forward a copy of the grievance and his/her reply to the Office of Catholic Education and the Association.
5. If the Principal's response is not satisfactory, the grievance will, within ten (10) school days of the notification, be discussed among the teacher, the Senior Delegate, the Principal, the representative(s) from the Association, and the representative(s) from the Office of Catholic Education with the purpose of resolving the grievance.
6. In the event the grievance is not resolved, the teacher or the Association shall give written notice within five (5) school days to the Office of Catholic Education of intent to raise the grievance to the next level. Thereafter, the teacher, the Association representative(s), the Principal, the Superintendent or his/her designee(s) shall meet within ten (10) school days for the purpose of resolving the grievance. The written notice must contain reasons why the grievance is being raised to the next level.

The determination of the Superintendent or his/her designee shall be forwarded to the Office of Catholic Education and the Association within ten (10) school days of the hearing, unless the time limit is changed by mutual agreement of the Association and the Office of Catholic Education.

7. In the event the grievance is not resolved, it may be submitted to the Diocesan Appeal Board by the grievant within ten (10) school days after the preceding steps, and the Appeal Board shall meet with the parties and decide the issue within fifteen (15) school days in accordance with this Agreement (unless the time is modified in writing by mutual agreement of the Secondary School System and the Association). The written notice of appeal must contain reasons why the grievance is being appealed.

The person from the Office of Catholic Education who renders the decision on the Superintendent's level of the grievance procedure will not sit as a member of the Diocesan Appeal Board.

8. In the event that either the Association or the Secondary School System is dissatisfied with the decision rendered by the Diocesan Appeal Board, either one shall have the right to demand arbitration of the issue except as otherwise provided in the terms of this Agreement.

9. Said party shall give written notice of its intention to arbitrate within ten (10) school days upon receipt of notification of the decision by the Diocesan Appeal Board and shall designate one (1) member of a three (3) member arbitration panel. Thereafter, the other party shall designate, within five (5) school days, its member of the arbitration panel.
10. Thereafter, the two (2) members of the arbitration panel so designated shall select, within seven (7) school days, a third member from among a list submitted by the American Arbitration Association in accordance with its Labor Arbitration Rules.
11. The arbitration panel shall meet within two (2) weeks after its selection and shall render a decision in writing within two (2) weeks after its last official hearing, unless the time limit is modified in writing by mutual agreement of the Secondary School System and the Association of Catholic Teachers.
12. Decisions of a majority of the arbitration panel shall be final and binding on both parties.
13. Compensation and costs for the third member of the arbitration panel shall be borne equally by the parties.
14. Failure by the Secondary School System or any of its representatives to comply with any time limit specified at any step of this procedure shall automatically advance the grievance to the next step of this procedure unless modified in writing by mutual agreement of the System and the Association.
15. A matter to be arbitrable shall arise from or involve a grievance over the interpretation or application of the contract language or any alleged violation thereof. Changes in this Agreement or changes in the salary schedule are not matters subject to arbitration.

The arbitration panel shall have the jurisdiction and authority to determine whether a violation has occurred. The arbitration panel shall not have the power to alter the provisions of this Agreement in any way.
- 15a. Grievances arising in relation to a local school practice shall not be appealed beyond the Diocesan Appeal Board and the ruling of the Board shall apply only to that particular school.
- 15b. Grievances arising in relation to a System practice shall not be appealed beyond the Diocesan Appeal Board and the ruling of the Board shall apply to the System or the individual schools as deemed appropriate by the Board.
- 15c. Claims concerning sexual harassment or sexual misconduct made against an individual who is not a member of the bargaining unit, or who is a deacon, are not

subject to the grievance and arbitration provisions in this Article XIV, but may, at the option of the teacher, be processed under the System's Sexual Harassment/Misconduct Policy, as promulgated by the System from time to time.

16. There shall be no curtailment of teacher services, limitation of performance of assigned duties, strike nor teacher stoppage for the duration of this Agreement.

ARTICLE XV - BOARDS AND COMMITTEES

1. The Diocesan Appeal Board shall consist of five (5) persons, two (2) of whom shall be selected by the Secondary School System and two (2) of whom shall be selected by the Association of Catholic Teachers. The fifth member, the chairperson, shall be selected by mutual agreement of the Secondary School System and the Association from a pool of candidates.

The System and the Association shall mutually select a chairperson(s) for one (1) year's service on the Diocesan Appeal Board, subject to renewal by mutual agreement.

If no chairperson(s) is in place at the time a grievance is pending, the System and the Association shall mutually select a chairperson from the American Arbitration Association or an equivalent arbitration/mediation service.

- 1a. Procedures and guidelines of the Diocesan Appeal Board shall be determined by mutual agreement of the Secondary School System and the Association.
- 1b. Each board member shall be appointed for one (1) year, beginning October 1 and ending September 30. The Secondary School System and the Association shall notify each other of these appointments no later than September 30. In the event of a vacancy on the Board, the appropriate party shall appoint a member for the unexpired term.
2. When an opening occurs on a Diocesan Curriculum Committee, such openings shall be posted on a system-wide basis for ten (10) school days. Any interested teacher may submit his/her name to the Director of Curriculum & Instruction and Staff Development. Each applicant shall be afforded the opportunity for an interview with the Director of Curriculum & Instruction and Staff Development or his/her designee within thirty (30) days after the end of the posting period. Notification of the appointments shall be sent to all applicants and the Association.
- 2a. Lay teachers shall be adequately represented on all Secondary School System curriculum and other academic committees. A list of all committees shall be sent to the Association.
3. A Faculty Coordinating Committee shall be established in each school for the

purpose of improving faculty communications within the local school. The members of the Committee shall be elected by the faculty, exclusive of administration as defined in Article I, Section 1. This Committee shall consist of at least four (4) members but no more than nine (9). The Committee shall be consultative to the Principal and shall make constructive recommendations to him/her reflecting local faculty interest and concern relative to conditions at that school. The Principal shall consider these recommendations seriously and shall within a reasonable period of time inform the local Faculty Coordinating Committee in writing as to his/her decisions and the reasons.

- 3a. These recommendations are not and cannot become matters of the grievance procedure.
4. The Committee for Review will be comprised of three (3) members, two (2) representatives from the Office of Catholic Education or their designees and a department head from the appropriate academic area.
5. The Sabbatical Leave Committee shall be composed of five (5) members. In odd numbered years, three (3) members will be appointed by the System and two (2) members will be appointed by the Association. In even numbered years, three (3) members will be appointed by the Association and two (2) members will be appointed by the System.
6. The Office of Catholic Education shall appoint the Department Head Review Board which shall consist of one (1) representative of the Office or his/her designee, the Principal of the school in which the opening occurs or his/her designee, the Assistant Principal for Academic Affairs, and a member of the Curriculum Committee or a department head in the subject area.
7. The Teacher Stress Committee shall be composed of two (2) representatives from each of the various teacher groups and one (1) representative of the Office of Catholic Education. The Committee shall meet at least twice a year. A written report shall be forwarded to the Association.
8. Chairpersons of contractual committees shall be selected by the committee members.

ARTICLE XVI - GENERAL TEACHING CONDITIONS

1. The provisions of this contract are not intended to limit a teacher's rights to voluntarily accept any school activity offered to him/her.

If a teacher does not wish to volunteer for any assignment which is beyond the terms of this contract, he/she is free to do so.

In either case the teacher's right to volunteer or not to volunteer shall be without

prejudice to his/her standing in the Secondary School System and without censure from the System or the Association.

- 1a. When a teacher is requested to or volunteers to accept an assignment which is beyond the terms of this contract, he/she must be given the written request for his/her signature which need not be returned sooner than twenty-four (24) hours after receipt of said request in order to demonstrate in writing his/her willingness to voluntarily accept the assignment. (Exhibit C)

Failure to complete the Volunteer Form and return it to the school within ten (10) days of receipt implies acceptance of the roster.

2. The Secondary School System shall provide storage space (lockers), teachers' lounges, and lavatory facilities.
- 2a. Individual mailboxes shall be provided for each lay teacher in each school, and mail received shall be placed in the teacher's mailbox.
3. Teacher assignments shall be made on a basis commensurate with the teacher's professional status. Service assignments shall be distributed equitably on a year by year basis among all personnel. Exceptions shall be made only for serious and compelling reasons.
4. Expenses directly related to activities for which prior approval has been obtained from the Principal shall be reimbursed at a rate and/or amount agreed to in advance.
5. In each school there shall be a telephone number which is not published to students and/or the public, but which number is available to faculty members. A telephone answering tape machine shall be attached to this phone so that it can be used outside business hours.
6. Orientation: The Secondary School System shall conduct orientation meetings for new teachers. The purpose of these meetings will be as follows: to prepare and acquaint the new teachers with the functions and regulations of the various departments and committees within the System and the schools; to prepare new teachers to teach more effectively and with greater knowledge in their assigned subjects or areas; to familiarize new teachers with the curricula and procedures of the System; to enable the new teachers to assimilate into the System in an orderly fashion; to provide a sense of confidence in the new teachers by defining their role in the System; and to explain the purposes and functions of the Association. The Secondary School System shall also require that orientation meetings be held in the individual schools.
- 6a. On days designated as Organizational Days, the time shall be used for activities

directly related to the professional duties of the teacher. If religious activities are part of Organizational Days, teachers are required to attend such activities.

7. Within the first week of school or within one (1) week of hiring, a lead teacher shall be assigned to all first year teachers by the Principal in consultation with the respective department head. He/she shall be selected from the same department, subject area, and grade level, when possible, as the new teacher and he/she must be a tenured teacher. A mutually acceptable time shall be established for weekly meetings to discuss classroom experience, ideas, and suggestions. This meeting shall be mandatory the first quarter and optional as the need arises for the remainder of the year.

The lead teacher shall observe the new teacher a minimum of three (3) times during the first quarter, and a minimum of two (2) times during the second quarter; a minimum of three (3) times during the third quarter, and a minimum of two (2) times during the fourth quarter. Exhibit G shall be completed at the end of each quarter. The department head shall not be assigned as a lead teacher to those teachers.

Act 48 in-service hours will be granted to lead teachers for the time mentoring new teachers.

8. In the event that a student must be added or removed from a teacher's class anytime subsequent to October 15, the appropriate administrator shall provide the opportunity to discuss the situation with the teacher (s) involved at least a day in advance of such change.
9. A teacher's grade for a student shall not be changed except for serious and compelling reasons. Should circumstances indicate that a change might be necessary, the administration shall attempt reasonable means of discussing these circumstances with the teacher before making any change in the grade. If the teacher cannot be informed verbally, the teacher shall be notified in writing if the grade is changed and given the reasons for the change as soon as possible.

If a teacher's grade is changed without the consent of the teacher, the teacher's name shall not appear on the student's report card.

10. The System shall continue its policy of paying registration fees for conferences or institutes required by the System or the local school.
11. Each teacher shall receive a copy of this Agreement with its Appendix.

ARTICLE XVII - EDUCATIONAL OBJECTIVES

1. The Secondary School System will participate as fully as possible in federal and state programs which provide services of licensed psychologists for student needs.

Where these services are not available, the Secondary School System will continue to take the initiative in developing these programs.

The Secondary School System will continue to inform the local school through the proper department how to avail themselves of these services.

2. The Secondary School System recognizes the importance of all counseling (including personal, job counseling, college counseling, military counseling, religious counseling) and referral services within and outside the high schools. In concert with the Office of Catholic Education, the administrators of the high schools and their staffs shall initiate or increase such services both by their own direct efforts and by the support of government programs to increase such resources.

The Secondary School System also recognizes that only through competent counselors can the students in our schools be benefited. The System will strive to ensure that competent counselors will be available.

3. The Secondary School System will continue the policy of obtaining voluntary helpers from among the various parent and school organizations to assist the school in non-professional duties such as with library and clerical aid. Where professionally qualified volunteers are available, they shall be utilized on a nonpaying basis in areas such as reading, language, art, and industrial courses. All voluntary personnel shall be under the direction of the administration.
4. The Secondary School System and the Association of Catholic Teachers share a deep mutual concern related to the vicious problems of substance abuse and child abuse affecting the children of this community. Both organizations will continue to encourage and promote program development and participation for effective substance and child abuse control.
5. The Secondary School System shall encourage, where feasible, a flexible daily, weekly, monthly, or semester schedule to meet the needs of those students enrolled in such programs as work-study, work-experience, cooperative, and the like.
6. It is the policy of the System to establish and foster in all schools, where feasible, a Driver Education Program. Teachers who are qualified will be encouraged to participate.
7. The System shall continue its policy of providing programs leading to and maintaining active certification in accordance with state law.
8. The System and the Association shall jointly sponsor an annual Political Action Seminar for juniors and seniors in the high schools for the purpose of involving

the students in the political process.

9. Where the local public school district applies for and/or receives a federal grant to establish a Teacher Center whose purpose is to provide teachers with the opportunity for training and curriculum development which meets their needs and enables them to better serve their students, the Office of Catholic Education shall review and participate in the initial planning meeting for such Centers.

When the Teacher Center Grant is received, the Office of Catholic Education will again review the program. If the program is found to be appropriate by the Secretary for Catholic Education, the System shall continue its participation so that the System's teachers may benefit from the program.

The Association shall appoint from the appropriate bargaining unit the lay members of the Teacher Center Advisory Board.

ARTICLE XVIII - SUBSTITUTE TEACHERS

1. Substitute teachers who are hired for a quarter or at least forty-five (45) consecutive school days to replace teachers who have been granted approved leaves of absence or who are using sick days shall be classified as long-term substitutes.

Should a teacher using sick days resume his/her teaching duties prior to the anticipated date of return, the long-term substitute shall be given two (2) weeks notice of termination. During those two (2) weeks the long-term substitute shall be used as a per diem substitute at the long-term substitute rate in the current school or in another school.

- 1a. Such long-term substitutes shall be paid on the first step of the Basic Salary Scale.
- 1b. Long-term substitute teachers hired prior to November 1 for a full year shall have the option of participating in the Medical Health, Disability, and Life Insurance Plans. One-half (1/2) the cost of the Medical Plan shall be borne by the System. The cost of the disability and life insurance plans shall be borne by the teacher.
- 1c. Long-term substitutes shall be entitled to five (5) days sick leave with full pay during each semester. These sick days shall not be cumulative. If the long-term substitute is hired as a full-time teacher, the sick days which have not been used shall accrue to the teacher.

Long-term substitutes shall be entitled to one (1) personal day per semester.

- 1d. Within the first week of school or within one (1) week of hiring during the school year, each long-term substitute shall be assigned a lead teacher.

- 1e. Long-term substitutes shall be evaluated according to the Evaluation Procedure.

The six (6) teaching semesters of evaluation for tenure shall include up to two (2) successive semesters of evaluation while the teacher held long-term status, provided the two (2) semesters are in the same school.

- 1f. If the substitute teacher's experience is not deemed satisfactory, the Principal shall make known in writing to the teacher his/her reasons for finding the substitute teacher unsatisfactory.

2. All other substitute teachers after becoming members of the bargaining unit, according to the provisions of Article I, Section 1, shall have the option of participating in the Medical Health Plan, provided the substitute bears the full cost of such plans.

Substitute teachers hired under this category shall be paid at the rate of \$75.00 per day.

3. Substitute teachers other than those described in Sections 1 and 2 shall be classified as short term substitutes and shall be paid at the rate of \$75.00 per day. No other benefits shall apply.

4. Other contract sections pertaining to substitute teachers are:

Article I, Section 1 --- Substitutes whose continuous employment extends beyond thirty (30) school days, or whose totality of discontinuous employment during the same school year extends beyond fifty (50) school days shall automatically become members of the bargaining unit on the first day of employment. Such membership in the bargaining unit does not guarantee the substitute teacher any rights of continued employment.

Article I, Section 1a --- In the event, however, the limited teaching experience of at least one (1) semester (as defined in Article XVIII, Section 1) has been satisfactory according to the Evaluation Procedure, the teacher's name shall be placed on a list. Vacancies in the appropriate subject area shall be filled by teachers selected from a pool of all available substitutes plus all other available candidates.

The assignment shall take place at the beginning of the second semester provided the opening occurs at least thirty (30) days before the beginning of the second semester. Otherwise, the assignment will take place at the end of the school year.

As soon as the teacher is selected, he/she shall be treated as a full-time teacher.

Article V, Section 7--- Substitutes who have become members of the bargaining unit through continuous employment, and who subsequently, while continuously

employed, are appointed full-time teachers shall receive credit for seniority by counting from the first day that their continuous substitution began except as modified by Article V, Section 3 and Article I, Section 1a. All such substitutes shall be provided a copy of the Agreement by their Principal, which shall contain all provisions pertaining to them.

Article VI, Section 7--- Teachers hired as a replacement shall be so notified at the time of employment.

Article VI, Section 15---Teachers hired as replacement teachers for those on approved leaves shall have their names placed on a list and no new teacher with comparable qualifications shall be employed to fill a vacancy until the provisions of Article I, Section 1a have been fulfilled.

ARTICLE XIX - SAVINGS AND SEPARABILITY CLAUSE

1. The parties agree that any clauses which may be prohibited by, invalid under, or in contravention of any operable Federal or State law, or under which Employer or Union is required to do any act which is in contravention of any Federal or State law, shall be null and void, but in such event, the remaining clauses shall continue in full force and effect for the term of this Agreement, and any renewal thereof.
- 1a. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause that conforms with the law.

ARTICLE XX - TERM OF AGREEMENT

This Agreement shall be effective for a period of three (3) years, commencing September 1, 2003, and extending through August 31, 2006.

Any modification of this Agreement can be made only by mutual written agreement between the System and the Association.


At any time subsequent to December 9, 2005, either party may give written notice of its intention to open negotiations for a new agreement.

The parties shall commence negotiations within thirty (30) days thereafter.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative this 16th day of August, 2004.



Association of Catholic Teachers
Rita C. Schwartz
President



Secondary School System
Dr. Richard V. McCarron
Secretary for Catholic Education

APPENDIX A

Supplemental Staff Schedule/Option

As a supplemental staff member of SHMC Nursing Service, I will work according to the option marked below.

OPTIONS:

Shift flexibility may be individually negotiated with the Nurse Manager.

- () A. **Be available** to work a minimum of 48 hours per month (combinations of all of the following 4, 8, 10 and 12 hours are acceptable) identified as being "at need" by the unit nursing management. Two of these shifts must be a weekend. Must be available to work one of the following days: Memorial Day, July 4, Labor Day. Also, available one of the following days: Thanksgiving, Christmas Day, Christmas Eve (Eve. Or Nights), New Years Day, or New Years Eve (Eve. Or Nights). If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.
- () B. **Be available** to work 24 hours per month on weekend shifts (combinations of all of the following 4, 8, 10 and 12 hours are acceptable) identified as being "at need" by the unit nursing management. If a holiday falls on a weekend during that year, must be available to work at least one holiday during that year. If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.
- () C. **Be available** to work full time during the Summer Season only on shifts identified as being "at need" by the unit nursing management on shifts. This option includes an every other weekend commitment. The duration must be a minimum of 8 weeks total between May 15 and September 5. Must be available to work one of the following days: Memorial Day, July 4, or Labor Day.
- () D. **Be available** to work at least 16 hours per month if currently employed as a Nursing Educator in a school of nursing or in a staff development role outside of SHMC.
- () E. If vacating a SHMC core staff position which he/she held for at least 1 year **be available** to work 16 hours per month identified as being "at need" by the unit nursing management. One of those shifts must be a weekend. Must be available to work one of the following days: Memorial Day, July 4, Labor Day. Also available for one of the following days: Thanksgiving, Christmas Day, Christmas Eve (Eve. Or Nights), New Years Day, or New Years Eve (Eve. Or Nights). If working on a unit with mandatory call, the nurse must participate in the unit call commitment in addition to the supplemental requirements.

For units scheduled with Holidays off, supplemental staff will be available to work a shift that support the unit holiday schedule (i.e., day before or day after the Holiday).

Signed _____ Date _____
Employee Signature

Signed _____ Date _____
Nurse Manager/Asst. Nurse Manager

Please return this form to your Nurse Manager/Assistant Nurse Manager before your first day of work in a supplemental position. They will be your contact person(s) re: your schedule, orientation, evaluation, policy and procedure information and any other identified needs. This signed agreement will become a part of your permanent personnel record.

Negotiating Committee 2004:

Martha Avey, Local Unit Co-Chair

Midge Marcy-Brennan, Local Unit Co-Chair

Patricia Kandradowicz, Local Unit Treasurer

Albert Slater, Local Unit Grievance Officer

Marlan Dawson, Negotiating Team Member

Kathy Ormsby, Negotiating Team Member

Pernille Mayhew, Negotiating Team Member

Terry Patterson, Negotiating Team Member

Jennifer West, Negotiating Team Member

Carol Sheridan, Vice President

Elizabeth Ford, Chief Counsel

David A. Gravrock,
Employer Representative

Anastasia Aldecoa,
Nurse Representative

ARTICLE 18 - MANAGEMENT RESPONSIBILITIES

The Association recognizes that the Medical Center has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and of meeting medical emergencies. The Association further recognizes the right of the Medical Center to operate and manage the Medical Center, including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause; to lay off nurses; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management functions. All matters not covered by the language of this Agreement shall be administered by the Medical Center on a basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall become effective May 4, 2004, and shall continue in full force and effect to and including December 31, 2006. This Agreement shall continue in effect from year to year thereafter unless terminated by written notice served by either party ninety (90) days prior to January 1, 2007, or prior to any subsequent January 1 anniversary date. The initial meeting to consider written proposals shall be commenced within thirty (30) days after receipt of timely notice.

Signed this ____ day of May, 2004.

SACRED HEART MEDICAL CENTER

WASHINGTON STATE NURSES
ASSOCIATION

Michael D. Wilson,
Chief Operating Officer

Barbara Frye, Director of
Labor Relations

hearing, and such decision shall be final and binding on the parties. Each party shall bear one-half (1/2) of the fee and expenses of the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

The arbitrator shall have no authority to change, amend or modify any terms or conditions of this Agreement.

15.2 Group Grievance. Any common grievance involving a significant number of nurses which has the same factual basis, may be submitted by the Association at the Step 1 level provided the grievance is submitted within twenty-one (21) calendar days of its occurrence.

15.3 Time Limits. Time limits set forth in the grievance procedure may be extended by mutual agreement of the Association and the Medical Center and shall be confirmed in writing by the party granting any such extension.

If the grievant does not comply with the time limitation, the grievance will be time barred. If the Medical Center does not comply with the time limitations, the grievant shall have the right to proceed to the next step of the grievance procedure. However, the grievant has no obligation to advance a grievance to which the Medical Center has not complied with the time limit until a response is received. The Medical Center may elect to consider a grievance that is time barred. Consideration of a time barred grievance shall not be deemed a waiver of time limitations related to any other grievance.

ARTICLE 16 - RETENTION OF PRESENT BENEFITS

This Agreement shall not operate to reduce or eliminate any benefits covered in the Agreement which are now enjoyed by nurses covered herein.

ARTICLE 17 - PERFORMANCE OF DUTY

It is recognized that the Medical Center is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the Medical Center and the Association. During the term of this Agreement, neither the Association nor its members, agents, representatives, employees or persons acting in concert with them shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, walkout, slowdown, or work stoppage, or threat thereof, the Association and its officers will do everything within its power to end or avert same. Any employee participating in any strike, walkout, slowdown or work stoppage will be subject to immediate dismissal.

shall conduct a meeting within seven (7) calendar days of the stamped receipt date to discuss the matter. The Director/Service Line Director and AVP shall be given seven (7) calendar days from the date of the meeting to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

15.1.5 Step 3. Nurse, WSNA Representative, Vice President and/or Chief Nurse Executive, or Designee. If the grievance is not resolve to the nurse's satisfaction, the nurse shall submit the grievance to the applicable Vice President by delivering the grievance form to the Staffing Office within seven (7) calendar days of receipt of the Step 2 decision. The grievance will be date stamped, and the nurse will receive a copy of the date stamped grievance. The applicable Vice President and/or Chief Nurse Executive, or designee, shall conduct a meeting within seven (7) calendar days of the stamped receipt date to discuss the matter. The Vice President and/or Chief Nurse Executive, or designee, shall be given seven (7) calendar days from the date of the meeting to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

15.1.6 Step 4. Nurse, WSNA Representative and Chief Operating Officer. If the grievance is not resolved to the nurse's satisfaction, the nurse shall submit the grievance to the Chief Operating Officer or designee by delivering the grievance form to the Staffing Office within seven (7) calendar days of receipt of the Step 3 decision. The grievance will be date stamped, and the nurse will receive a copy of the date stamped grievance. The Medical Center's Chief Operating Office or designee shall conduct a meeting with the nurse within seven (7) calendar days of the stamped receipt date to discuss the matter. The Medical Center's Chief Operating Officer or designee shall be given seven (7) days to issue a written response to the grievant by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

15.1.7 Step 5. Arbitration. If the grievance is not resolved at Step 4 above, the Nurse/Association Representative may within seven (7) calendar days of receipt of the Step 4 decision submit the issue in writing to the Medical Center President for arbitration by delivering the grievance form to the Staffing Office. The grievance will be date stamped, and the nurse will receive a copy of the date stamped grievance. Within seven (7) calendar days of receipt of the date stamped grievance form indicating that the dispute is submitted for arbitration, the Medical Center and the Association shall request a panel of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. Within seven (7) calendar days of the receipt of the panel of arbitrators, the parties shall thereupon alternate in striking a name from the panel until one name remains. The party requesting arbitration shall strike the first name. The person whose name remains shall be the arbitrator. The arbitrator shall issue his/her written decision within thirty (30) calendar days from the date of the close of the

14.3 Safety Committee. The local unit shall elect from within the bargaining unit two (2) representatives to serve on the Medical Center's Employee Safety Committee.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Grievance Procedure. Any matters involving disagreement over the application or interpretation of this Agreement shall be handled in the following manner:

15.1.1 Assistance. At any step in the procedure, a nurse may contact the Personnel Director or Local Unit Chairperson (or designee) for help and assistance.

15.1.2 Informal Resolution. It is the intent of the Employer and Association that issues pertaining to the interpretation or application of this Agreement be resolved informally between the nurse and her/his immediate supervisor whenever possible. In the event such issue cannot be resolved informally, it shall be processed in accordance with the following procedure except that the parties may agree to move the grievance directly to the step with the management representative with the authority to resolve the problem.

15.1.3 Step 1. Nurse, WSNA Representative and Nurse Manager (Director/Service Line Director if immediate supervisor of the nurse). The nurse shall submit the grievance in writing to the nurse's immediate supervisor by delivering the grievance form to the Staffing Office within fourteen (14) calendar days from when the nurse should have known a grievance exists. The grievance will be date stamped, and the nurse will receive a copy of the date stamped grievance. The written grievance will identify which article(s) have been allegedly violated and will include a summary of the circumstances surrounding the alleged violation. Any additional article(s) allegedly violated will be identified by Step 3 at the latest. The grievant will identify the desired action/outcome. The immediate supervisor shall conduct a meeting within seven (7) calendar days from the date of the stamped receipt date to discuss the matter. The Nurse Manager shall be given seven (7) calendar days from the date of the meeting to issue a written response by certified mail/return receipt requested to the address identified by WSNA on the grievance form.

15.1.4 Step 2. Nurse, WSNA Representative and Director/Service Line Director and AVP Nursing (If Director/Service Line Director hears the grievance at Step 1, proceed to Step 3). If the grievance is not resolved to the nurse's satisfaction, the nurse shall submit the grievance to the Director/Service Line Director by delivering the grievance form to the Staffing Office within seven (7) calendar days of receipt of the Step 1 decision. The grievance will be date stamped, and the grievant will receive a copy of the date stamped grievance. The Director/Service Line Director and AVP

13.10.3 Nurses covering dependents on their health insurance plan (medical, dental, vision) shall be responsible for paying the first seven percent (7%) of any increase in the dependent premium rates. If the increase exceeds seven percent (7%), the remainder of the increased dependent premium rate shall be shared on a fifty percent (50%) paid by the nurse, fifty percent (50%) paid by the Medical Center basis.

13.11 Flexible Spending Plan. The Medical Center shall provide a flexible spending account plan which will allow nurses to have pre-tax dollars deducted from the nurse's wages and placed in either or both a Health Care or Child Care spending account in accordance with all applicable laws and regulations governing such plans.

ARTICLE 14 - COMMITTEES

14.1 Nursing Practice Committee. A Nursing Practice Committee shall be instituted and maintained in the Medical Center and meet at least six times per year. The purpose of this Committee is to discuss and improve nursing practices in the Medical Center. The Committee shall develop specific objectives subject to review by the Medical Center Administration. The Committee shall be composed of five (5) staff nurses, plus up to three (3) representatives from nursing management. Organizational aspects of the Committee shall be determined by the Committee. This Committee shall be advisory to Nursing Administration and will not discuss matters subject to collective bargaining or the Association contracts. Staff nurses have the responsibility for instituting the Nursing Practice Committee. The Nursing Practice Committee will work cooperatively with the Nurse Practice Council. Up to one (1) hour per month for five (5) staff RN Nurse Practice Committee members shall be paid at the nurses' regular rate of pay. Time spent in Nurse Practice Committee shall not be deemed as time worked for rest between shifts guarantees.

14.2 Conference Committee. All nurse covered by this Agreement in the Medical Center constitute a Local Unit and the elected representatives of the Local Unit and designated representatives of the Medical Center management become the Conference Committee. The Conference Committee shall meet regularly and on a permanent basis to discuss matters relating to nursing care, safety and difficulties that may arise over the existing agreement. When mutually agreed upon, either party may invite visitor(s) to meetings of the Committee for the purpose of providing input or consultation on an agenda items. Up to one (1) hour per month for seven (7) staff RN Conference Committee members shall be paid at the nurses' regular rate of pay. Time spent in Conference Committee shall not be deemed as time worked for rest between shifts guarantees. Where guidelines changes/evaluations or quarterly reports are on the agenda, and when mutually agreed to in advance, paid meeting time may exceed one (1) hour. During each meeting, all parties will be committed to address all issues on the agenda.

(\$1,000). Effective January 1, 2006, the annual cap on dental insurance will be one thousand five hundred dollars (\$1,500).

13.8 Optical Insurance. Fully paid optical insurance shall be provided by the Medical Center for all regular full-time nurses, and part-time nurses employed in a budgeted position of twenty (20) hours or more per week.

13.9 Disability Insurance. The Medical Center shall provide a group disability insurance plan for all regular full-time nurses, and part-time nurses employed in a budgeted position of twenty (20) or more hours per week.

13.10 Flexible Benefits Program. The Medical Center shall continue to provide a Flexible Benefits Program, known by the name "Beneflex". Regular full and part-time nurses employed in a budgeted position of 20 hours or more per week shall receive Beneflex dollars which are made up of benefit dollars for the purchase of the following insurance benefits: medical, dental, vision, life, long term disability, and accidental death and dismemberment. Beneflex dollars also include Benefit Pool dollars for the purpose of assisting the nurse in paying for dependent coverage premiums, or for the enhancement of certain insurances. The amount provided for the nurse's health insurance shall be based upon the full amount necessary to purchase from the two most utilized health plans, based upon the prior year's selections.

The nurse will spend her/his Beneflex dollars on the individual insurances that she/he chooses from the various options offered. Additionally, the nurse may opt out of some of the insurances, choose a minimal coverage level, or choose a higher level of coverage. Beneflex dollars which are not spent can be taken back as cash in the nurse's paycheck, at which point it become taxable income per I.R.S. code. Additionally, nurses can designate dollars (up to the maximum allowed) to be placed in the Flexible Spending Account per section 13.12.

13.10.1 The amount of money available to eligible nurses in the Benefit Pool in the flexible plan shall remain at the current monthly amount.

Part-time nurses otherwise eligible for health insurance benefits shall receive Benefit Pool dollars prorated on the basis of hours worked, including EIT and PTO hours used. The benefit shall be divided and paid over 24 pay periods for all eligible nurses.

13.10.2 Any future changes to either the Beneflex dollar amount (Benefit dollars and/or Benefit Pool dollars) or changes to the insurance price tag amounts (premium costs) for nurse or dependents shall be effective on the first day of the next Beneflex plan year. Any such changes made to the Beneflex dollars or the price tag amounts shall be made known to the nurses at the open enrollment period prior to the designated plan year.

being drawn from accrued EIT and PTO. No employee shall be made greater or less than whole through receipt of Worker's Compensation and EIT/PTO benefits. A nurse receiving Worker's Compensation benefits shall receive seniority credit as long as the nurse is receiving EIT/PTO pay.

13.3 Health Insurance. Medical, surgical and hospital insurance shall be provided by the Medical Center for regular full-time nurses, and for part-time nurses employed in a budgeted position of 20 or more hours per week.

13.4 Liability Insurance. The Medical Center shall provide liability insurance for all nurses covering work performed while under the employ of the Medical Center.

13.5 Life Insurance. The Medical Center shall provide a life insurance program in the amount of \$20,000 for regular full-time nurses, and part-time nurses employed in a budgeted position of 20 hours or more per week. Nurses shall have the option of converting their life insurance at their own expense at the time of separation from the Medical Center.

13.6 Retirement Plan. The Medical Center shall provide a retirement plan to all nurses in accordance with the provisions of that plan. A group tax deferred annuity is available for employee and Medical Center contribution. For each dollar contributed by the employee, the Medical Center shall contribute based upon the following formula:

Months of Service	Matching Percentage
0-60 months	50%
60-120 months	75%
120 months and more	100%

Nurses employed prior to October 15, 1999, were provided a choice to remain on the existing plan or electing to participate in the new Providence Services cash balance plan and TDA (tax deferred annuity). All nurses employed after October 15, 1999, will be participants in the new Providence Services cash balance plan and TDA. For each dollar contributed to the tax deferred annuity by eligible employees who had chosen the defined benefit pension plan, the Medical Center matching contribution will be a maximum of \$1,000 per year. Nurses who are or will be participating in the cash balance plan will receive the same matching percentage, but the Medical Center contribution will be a maximum of \$2,000 per year.

Registered Nurses hired after October 15, 1999, will be eligible for the employer's contributions to the tax deferred annuity after completion of one year of employment.

13.7 Dental Insurance. Fully paid dental insurance shall be provided by the Medical Center for regular full-time nurses, and part-time nurses employed in a budgeted position of 20 or more hours per week. The annual cap on dental insurance will be one thousand dollars

ARTICLE 13 - HEALTH PROGRAM

13.1 Health Tests. Each nurse shall receive upon employment and annually thereafter, if required in their area of work, or at the request of the nurse, a tuberculin skin test by the Mantoux Method. A positive reactor shall have an annual chest x-ray examination, but require no further skin test.

13.1.1 Lab Tests. All nurses shall be required to have a rubella titer upon employment without cost to the nurse. Routine CBC, SMAC, lipid profile, and urinalysis shall be available upon request of the nurse upon employment and annually, thereafter, without cost to the nurse. Nurses who have completed the Hepatitis B vaccination series may request and receive at no cost a Hepatitis B titer. A copy of the test results shall be provided to the nurse by Employee Health Service.

13.1.2 Bloodborne Pathogen Exposure. Anytime a nurse experiences a potential exposure to bloodborne pathogens (e.g., needlesticks), the nurse may seek and receive care as stated in the Sacred Heart Medical Center exposure control plan, at Employee Health Service, or the Emergency Department in the event that Employee Health Service is closed. Such care may include a tetanus booster, HIV baseline testing, HBV testing, and/or prophylactic treatment according to the hospital protocol. An incident report shall be filed. Confidential follow-up HIV testing may occur with the nurse's consent at 6 weeks, 3 months, 6 months and 12 months from the incident. Any proposed changes to the exposure control plan shall be reviewed by the Employee Safety Committee. Personnel will share needlestick and on-the-job injury statistics with the WSNA LUC twice a year upon request.

13.1.3 Latex Sensitivity. Nurses who are concerned that they may be latex-sensitive and/or those identified as latex-sensitive by a physician should present appropriate documentation to Employee Health. Such nurses shall be provided readily available non-latex gloves/products for purposes of performing their assigned work duties.

13.1.4 Nurses who have clinical conditions that may confer an increased risk of acquiring infection should present appropriate documentation of such risk and any other work restrictions recommended by a doctor to Employee Health.

The Department of Human Resources will inform the nurses about any options available, such as a short-term modified work assignment, an unpaid leave of absence, long-term disability or a reasonable work accommodation.

13.2 Worker's Compensation. The Medical Center shall provide Worker's Compensation Insurance for all Registered Nurses. The Medical Center shall pay the difference between Worker's Compensation benefits and the nurse's regular earnings per week with such funds

A nurse returning from Family Leave within the twelve (12) weeks provided under Family Leave shall be entitled to his/her previous position on the same shift, unit and the same number of budgeted hours providing the nurse's position was not otherwise eliminated in a layoff. Reinstatement would occur according to the recall provisions of this agreement.

The provisions of Family Leave will commence immediately upon qualification and notification of the leave. Family Leave will run concurrently with any paid time (PTO/EIT), unpaid time (Leave of Absence) or any combination of the two.

12.12 Bereavement Leave. Leave of not more than three (3) days (twenty-four (24) paid hours) with pay shall be granted for death in the immediate family. Part-time nurses selecting pro-rate benefits will receive bereavement leave pay on a pro-rata basis. The family shall be defined as: spouse, siblings, step-siblings, step-parents, grandparents, grandchildren, parents, children, step-children, mother-in-law, father-in-law, and domestic partner. Full-time and part-time nurses are not eligible for paid bereavement leave until they have satisfactorily completed the probationary period. They shall, however, be granted not more than three (3) days bereavement leave without pay, during the probationary period in the event of death in the immediate family. Full-time and part-time nurses may utilize PTO in addition to bereavement leave sufficient to allow the nurse to take seven (7) consecutive calendar days off in event of a death in the immediate family.

12.13 Vacation Extension. Vacation extension without pay of up to two (2) weeks may be granted.

12.14 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date or tenure date or otherwise affect the nurse's compensation or status with the Medical Center.

12.15 Leave Without Pay. Leave without pay for a period of thirty (30) days or less shall not alter a nurse's anniversary date or tenure date or the amount of PTO or EIT credits which would otherwise be earned by the nurse.

12.15.1 Leave without pay for a period in excess of thirty (30) days will not accrue benefits during such leave.

12.16 Tenure Raises. Nurses who are granted leave of absence of six (6) months or less shall receive tenure raises on their anniversary date or tenure date regardless of the number of hours worked during the year.

12.17 Personal Leave. After five (5) years of continuous employment, full-time and part-time nurses shall be granted twelve (12) months leave of absence without pay for personal use. This will be available to those nurses every three (3) years thereafter.

	<u>Hours Scheduled Per Week</u>		
	20-29	30-35	36-40
1-7 years continuous service:			
Maximum Annual Reimbursement	\$340	\$420	\$500
8+ years continuous service:			
Maximum Annual Reimbursement	\$510	\$630	\$750

12.11 Illness (in excess of EIT). After satisfactory completion of the probationary period, leave of absence without pay for health reasons may be granted for a period of four (4) months. The health insurance which the nurse had at the time the leave commences will be continued by the Medical Center for the duration of the leave (4 months). The nurse's job will be held for him/her during the leave of absence as provided under Family Medical Leave. If the nurse does not qualify for Family Medical Leave for this absence, the position will be held for eight (8) weeks. If the nurse has not returned to work within eight (8) weeks of the commencement of leave, the Medical Center will make a good faith effort to hold the nurse's position for an additional four (4) weeks. In the event the Medical Center is required to fill the position due to business necessity between the ninth (9) and twelfth (12) week period, the nurse will be notified and given the opportunity to return to work within seven (7) days. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence. The provisions of Family Leave will commence immediately upon qualification and notification of the leave. Family Leave will run concurrently with any paid time (PTO/EIT), unpaid time (Leave of Absence) or any combination of the two.

12.11.1 Family and Medical Leave. A nurse who has been employed at SHMC for at least twelve (12) consecutive months and worked at least 1,250 hours during the twelve month period immediately preceding the commencement of Family Leave is entitled to twelve (12) weeks of Family Leave. The twelve (12) weeks may be used on an intermittent basis when necessary due to the health condition. This leave may be used for the following reasons:

- 1) The birth of the nurse's child or to care for such child.
- 2) Placement of a child with the nurse for adoption or foster care.
- 3) To care for a spouse, child or parent who has a serious health condition.
- 4) The nurse's own serious health condition.

A nurse applying for Family Leave must give the Medical Center advance notice of thirty (30) days when the leave is foreseeable. Medical certification of a serious health condition may also be required.

12.9 In/Out of Medical Center Education. A specified number of days will be granted to a nurse requesting attendance at an in or out-of-Hospital educational program when approved by the Department Manager and Administration when:

- a) There is a direct job relationship or application of such training or education to the nurse's assignment, the Medical Center will be responsible for payment of time based on the regular day's wage in addition to expenses for the program, provided such expense reimbursement shall be subject to budgetary considerations of the Medical Center. If a nurse's request for education funds is denied, the nurse may contact the Development Office to obtain a funding application.
- b) The education or training program is related to the nurse's professional growth or development and only indirectly related to the nurse's assignment, the Medical Center will be responsible to time and registration costs which shall be subject to budgetary considerations of the Medical Center.
- c) Education and training is of personal and general interest to the nurse without immediate or direct job application, the Medical Center will provide time off without pay for the nurse.
- d) If requested by the WSNA Unit Representative, the manager will provide a listing of the names of RNs in the bargaining unit, plus the manager if applicable, who have receive reimbursement from the continuing education fund for that quarter.

12.10 Tuition Reimbursement. After one year of employment the Medical Center may provide up to 50% tuition and textbook reimbursement for nurses working an average of 20 hours per week or more, and regularly enrolled in an approved nursing curriculum. The amount to be paid shall be specified at the time the tuition and textbook reimbursement is approved and shall be as follows:

12.6 Extended Educational Leave. After one year of continuous employment, permission may be granted for leave of absence without pay for study without loss of accrued benefits to a limit of twenty-four (24) months.

12.7 Paid Education Leave at Medical Center Request. If the Medical Center requests a nurse to participate in or attend an educational meeting, the Medical Center will be responsible for the time and expenses.

12.8 Paid Professional/Education Leave at Nurse's Request. After one year of continuous employment with the Medical Center, a leave of absence with pay for attending job related professional or educational meetings will be granted for full-time and part-time nurses regularly scheduled 20 hours or more per week, provided such leave shall be subject to the scheduling requirements of the Medical Center. For purposes of this section, any activities pertaining to labor relations or collective bargaining are excluded. Nurses are not eligible for paid educational leave for hours which result in overtime. Such leave shall be granted as follows:

	<u>Hours Scheduled Per Week</u>		
	20-29	30-35	36-40
1-5 years continuous service:			
Paid Hours per Year	16	24	32
6-10 years continuous service:			
Paid Hours per Year	24	32	40
11+ years continues service:			
Paid Hours per Year	32	40	48

Supplemental nurses who work 1,040 hours in a calendar year shall be eligible for up to sixteen (16) hours paid education leave in the next calendar year.

The employee may use educational leave equal to or less than the number of work hours otherwise scheduled for the day of educational leave.

However, if the employee opts to use the educational leave for less than the number of work hours otherwise scheduled, the difference must be taken as PTO hours or the nurse shall work the remaining scheduled hours for which paid leave is not taken. The total hours used per year may not exceed the maximum allowed.

12.8.1 Certification Exams. A paid education day may be used by an eligible RN for taking a national certifying examination and/or the Medical Center's skills review exam.

prior to the injury/illness, the difference may be paid from his/her EIT/PTO accrual upon the nurse's request.

ARTICLE 12 - LEAVE OF ABSENCE

12.1 Definition. A leave of absence is a period of time during which a nurse temporarily leaves the employ of the Medical Center with the intention of resuming employment on a definite stated date and during which time the nurse receives no pay or benefits. The rate of pay and benefits accrued at the time of taking a leave of absence are regained by the nurse upon return.

12.2 Leave Request. All leaves are to be requested from the Medical Center in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by the Medical Center within ten (10) days. If denied, the written reply must state reasons for denying the leave.

12.3 Maternity/Paternity/Adoption Leave. After satisfactory completion of the probationary period, leave without pay shall be granted upon request of the nurse for a period up to six (6) months for maternity, paternity or adoption purposes at the time of birth or adoption, without loss of benefits accrued to the date such leave commences.

If the nurse has not returned to work within eight (8) weeks of the commencement of the leave, the Medical Center will make a good faith effort to hold the nurse's position for an additional four (4) weeks. In the event the Medical Center is required to fill the position due to business necessity between the ninth (9) and twelfth (12) week period, the nurse will be notified and given the opportunity to return to work within seven (7) days. If the nurse elects not to return to work at that time, the nurse when returning from leave of absence will then be offered the first available opening consistent with the job description held by the nurse prior to the leave of absence.

12.4 Military Leave. Leave required in order for a nurse to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the earned paid time off. Any nurse who enlists or is drafted into the military service of the United States should be accorded those rights as set forth in the federal law governing veterans re-employment rights. A copy of this law can be obtained in the Personnel office.

12.5 Jury Duty. Nurses who report and/or serve on a jury shall be compensated at their regular rate of pay and shall reimburse the Medical Center for any compensation received for jury duty and shall not be required to use PTO time. Night shift nurses may elect to receive compensation under this Section for either the shift before or following jury duty.

self-care because of a mental or physical disability. A nurse may use "Cuddles 'N Care" as an alternative to missing work. The cost to the nurse will be not more than ten dollars (\$10) per day per child.

11.4 Position Held While on EIT. A position shall be held open for a maximum of ninety (90) calendar days for a nurse on EIT. If the nurse is unable to return to work within that time, he/she, upon return, shall be offered the first available opening for which qualified. Refusal to accept two offers shall relieve the Medical Center of any obligation to the nurse. The nurse shall be notified when a position similar to that vacated becomes available and shall have first priority for that position.

11.5 Status Change. There shall be no loss of accrued PTO or EIT hours when a nurse changes status from full-time to part-time or from part-time to full-time.

11.6 Proof of Illness. The Medical Center reserves the right to require reasonable proof of illness.

11.7 Notice of Illness. In order to receive a day of paid EIT, the nurse must provide Nursing Service Administration with sufficient notice of his/her impending absence. Day shift (7-3) must notify Nursing Service Administration two (2) hours prior to the start of the shift; evening shift (3-11) must notify Nursing Service Administration three (3) hours in advance of the beginning of the shift; and, night shift (11-7) must notify Nursing Service Administration three (3) hours prior to the beginning of the shift. Failure to provide such notice will result in loss of pay for that day.

11.8 Use of EIT During Vacation. PTO is not interchangeable with EIT once a nurse begins vacation leave except when a nurse is hospitalized. Upon verification of hospitalization, EIT may be substituted for PTO during the period of hospitalization and recovery therefrom. Vacation leave is considered to begin once a nurse's shift ends on the last day of work immediately prior to the beginning of vacation.

11.9 EIT Termination Benefit. Nurses who terminate in good standing after 20 years or more employment at Sacred Heart Medical Center shall receive payment at their regular rate of pay for twenty percent (20%) of all hours accrued in excess of 300 hours of accumulated EIT.

11.10 Light Duty. The Employer will make a good faith effort to designate light duty positions for nurses required to work with physical restrictions due to an on-the-job injury or on-the-job illness. The nurse must have a written release from his/her attending physician and must comply with any regulations required by Washington State Worker's Compensation. Nurses performing light duty shall be compensated at their regular rate of pay. An evening or night shift nurse who is assigned light duty on the day shift shall not receive shift differential during that period of light duty. When a difference exists between the combination of Worker's Compensation and light duty work earnings and the nurse's earnings

performing her/his normal duties due to extended illness or injury and disability arising from pregnancy, miscarriage, childbirth and recovery therefrom. Any discipline for absenteeism shall be subject to recognized "just cause" standards.

Extended Illness Time (EIT) shall accrue as follows:

<u>Years of Service</u>	<u>Accumulation Rate FT 12 Hour</u>	<u>Per Paid Hour All Other RNs</u>	<u>Maximum Accumulation Per Pay Period</u>	<u>Full-Time Hrs/Yr</u>	<u>No. of 8 Hr Days/Year</u>
0+	.03419	.03077	2.46	64	8

11.1.1 EIT Accrual. Part-time nurses will accrue EIT hours on the basis of all actual hours worked, plus low census hours, and PTO, EIT and bereavement leave hours paid, not to exceed the maximum allowable accrual per pay period of a full-time employee. EIT will be paid based on the nurses regularly assigned shift hours (8, 10 or 12). Part-time nurses on pro-rated benefits will receive EIT pay for scheduled time missed due to illness.

11.2 Use of EIT. EIT may be used following the sixteenth (16th) consecutive hour for a nurse in a budgeted position of 70-80 Hours/Pay Period; following the 12th Consecutive hour for a nurse in a budgeted position of 50-69 hours/Pay Period; following the 8th consecutive hour for a nurse in a budgeted position of 40-49 hours per Pay Period; missed due to illness or injury of the nurse, or the nurse's minor child. EIT may be used immediately upon hospitalization of the nurse, or the nurse's family member in accordance with Section 11.3. Additionally, EIT may be used immediately for the nurse's on-the-job injury and for medical procedure/invasive surgery where the nurse is temporarily disabled and unable to work or the family member is unable to provide self-care with verification from the physician performing the procedure.

11.2.1 Consecutive Absences. If a nurse returns from EIT/PTO (used for illness) and must be absent again within ten (10) calendar days of the first occurrence for the same condition which justified the taking of EIT/PTO under Section 11.3, the nurse may access EIT pay as if the condition had resulted in consecutive absences. This provision shall apply no more than once per episode of illness.

11.3 Use of EIT to Care for Nurse's Children and Other Family Members. Nurses may use accrued EIT or PTO to care for a spouse, parent, parent-in-law, or grandparent of the nurse who has a serious health condition or an emergency condition as defined in RCW 49.12.270. "Child" means biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*. A "child" further means an individual who is (a) under eighteen (18) years of age; or (b) eighteen (18) years of age or older and incapable of

qualification of replacement and inform nurse of decision in writing as soon as possible and post the time schedule in a timely manner.

10.7 Nurses shall use PTO hours if they work in departments that are either closed or work a substantially reduced schedule on traditional holidays. If the RN works his/her budgeted hours within the pay period in which the holiday occurs, he/she will not be required to use PTO for the holiday. This will occur only at the nurse's request.

10.8 **PTO Maximum Accumulation and PTO Transfer to EIT.** Full-time nurses may accumulate the maximums set forth in Section 10.2 depending on length of service. Part-time nurses maximum accrual is prorated. Once each anniversary year, up to 56 PTO hours may be transferred to the Extended Illness Time bank up to the Maximum allowable EIT.

10.9 **Part Time to Full Time Status Change.** When part-time nurses change to full-time status, they receive full credit for all the time they worked part-time for purposes of determining the number of hours of PTO eligibility.

10.10 **Payment upon Termination.** At termination of a regular status nurse, any earned but unused PTO hours (up to the maximum) will be paid to the nurse.

10.11 **Change of Status: Supplemental to Full-Time or Part-Time.** For purposes of determining PTO eligibility, a supplemental nurse who is assigned to full-time or part-time status shall receive credit for a full year work as of each anniversary date.

10.12 **Supplemental Nurses and Part-Time Nurses Time Off.** Part-time nurses who elect the part-time nurse salary option and supplemental nurses are eligible for unpaid time off for personal leave as follows:

<u>After:</u>	<u>Eligible Unpaid Time off per Year</u>
6 Months of Service	1 calendar week, plus one (1) personal day
1 Year of Service	2 calendar weeks, plus two (2) personal days
4 Years of Service	3 calendar weeks, plus three (3) personal days
10 Years of Service	4 calendar weeks, plus four (4) personal days

In addition, other unpaid time off may be granted in relation to low census/low volume to the same extent as benefited nurses.

ARTICLE 11 - EXTENDED ILLNESS TIME

11.1 **Purpose and Accrual.** The Extended Illness Time (EIT) bank is to provide suitable protection for continued income and employment to the nurse who is incapacitated from

of a full-time employee, or may select a salary premium in lieu of this provision. (Section 6.3)

10.5 Scheduled PTO. Nursing staff shall submit application for PTO to the Nurse Manager and Assistant Nurse Manager two (2) weeks prior to the date(s) requested off. The Nurse Manager shall: (1) consider each nurse's application in chronological order of receipt of applications; (2) implement reasonable means necessary to honor the request by utilizing available supplemental or part-time nursing staff in order to maintain required staffing levels; (3) make a decision to approve or deny the request on the basis of the required number of nursing staff scheduled to meet patient care requirements; (4) inform the nurse of the decision in writing within seven (7) days of the manager receiving the written PTO request and post the approved PTO on the schedule. This does not apply to requests received prior to March 1 for PTO requested between May 1 and October 1; (5) requests for PTO will not be accepted any earlier than 12 months prior to the beginning of the PTO dates requested. If the request is denied, the nurse may find his/her own replacement to cover for a PTO request. Nurses may utilize non-scheduled supplemental as well as part-time qualified nurses who agree to work but who would not incur overtime.

10.5.1 Scheduled PTO requested for dates between May 1 to October 1 shall be submitted to the Nurse Manager prior to March 1 and any conflict of dates shall be settled on the basis of tenure date. This tenure rule is applicable only once during the period May 1 to October 1. However, nurses with twenty (20) or more years of service may elect to apply this rule twice during the period May 1 to October 1. The second request may not exceed two (2) calendar weeks. Any subsequent conflict of dates will be resolved on the basis of which request was submitted first. Any request under this sub-section shall be responded to by March 31.

10.5.2 In case of conflict of PTO dates requested by two or more nurses outside the period May 1 to October 1, the conflict will be settled: (1) on the basis of which request was submitted first, and (2) on the basis of tenure.

10.5.3 PTO on Holidays. Nurses may not submit a request for PTO time off which would include any time during the week of Thanksgiving Day, the week of Christmas Day, or the week of New Year's Day more than three (3) months in advance if the nurse was pre-scheduled on PTO that holiday week the previous year.

10.6 Unscheduled PTO. Nursing staff who submit a request for PTO less than two (2) weeks prior to the date(s) requested off shall: obtain appropriate replacement prior to submitting application to Nurse Manager through referral to nursing unit and nursing department supplemental nurse rosters. The hours scheduled for replacement will not increase salary costs including premium pay, or any overtime for that shift. The Nurse Manager shall make a decision to approve or deny the request on the basis of appropriate

Years of Service	Accumulation Rate <u>FT 12 Hour</u>	Per Paid Hour All Other RNs	Maximum Accumulation Per Pay Period	Full-Time Hrs/Yr	No. of 8 Hr Days/Year
0-3 years	.106838	.096154	7.69 hrs	200	25 days
4-7 years	.128205	.115385	9.23 hrs	240	30 days
8-9 years	.132479	.119231	9.54 hrs	248	31 days
10+ years	.153846	.138462	11.08 hrs	288	36 days

PTO will be based on the Nurse's regularly assigned shift hours (8, 10 or 12).

10.2 Maximum Accumulation. Except as indicated below, nurses shall be allowed to accrue the following maximum number of PTO hours through December 31 or each calendar year:

Years Of Service	Hours	Maximum Accumulation (8 hr Days)
0-3 years	256	32 days
4-7 years	296	37 days
8-9 years	304	38 days
10+ years	344	43 days

10.2.1 Maximum Accruals & Time of Measurement. Nurses may accumulate PTO hours above the maximums provided in Section 10.2. However, except as provided in Section 10.2.2, any PTO hours in excess of the maximum as of January 1 of each calendar year shall be lost.

10.2.2 Accruals in Excess of Maximum. If a nurse is unable to use sufficient PTO to bring his/her account below the maximum because the nurse has had two (2) or more PTO requests denied, the nurse may carry over into the next year those hours which were requested off.

10.3 Use of PTO. PTO days accumulate from the anniversary date or adjusted anniversary date. PTO days with the exception of traditional holidays may not be taken until attainment of regular status. (Traditional holidays are New Years Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day and Christmas Day.) Nurses working on traditional holidays (the majority of nurses hours scheduled fall on the holiday) shall be paid at one and-one half (1 1/2) times their regular rate of pay.

10.4 Part Time Nurse PTO Accrual. Part-time nurses shall accrue PTO hours on a pro rata basis, according to all actual hours worked, plus low census hours and PTO, EIT and bereavement leave hours paid, not to exceed the maximum allowable accrual per pay period

9.16.1 Notification of Call. Scheduled personnel or call personnel who are performing a case or recovering a patient and whose shifts are ending have the option to stay overtime if the case is expected to finish within an hour into the next assigned call time period. If the case goes beyond the hour, the Charge Nurse or Registered Nurse would reassess the situation, i.e., the need to call in the next team.

If the personnel cannot stay, the assigned on-call crew for the next shift may be notified one-half hour before their scheduled call for notification purposes. If they are reached and agree to come in immediately, standby call will be reimbursed from the time the call was initiated.

If unable to reach the oncoming assigned call individual, the notification call will be made again at the time the on-call shift is to start.

In instances where there is not another call person scheduled for the next shift and it is one-half hour before the call period ends, the on-call person will be given the option of coming in. If this person chooses not to come in, the charge nurse/primary call nurse will call other qualified personnel from a telephone roster to see if anyone would be available to come in. If they agree to come in, they will be paid standby and appropriate pay for the hours worked and will agree to stay until the case or assignment is completed. If this is unsuccessful, the Nurse Manager/Assistant Nurse Manager/Nursing Supervisor will be contacted to determine the next course of action in this situation.

ARTICLE 10 - PAID TIME OFF

10.1 Accumulation. Paid Time Off (PTO) days are designated in place of vacation, holidays and initial days of illness.

to the unit (cost center) budgetary parameters, timelines and/or care delivery goals sought to be accomplished by the intended changes. The Conference Committee shall review the intended staffing changes and provide input to the unit manager related to those changes prior to implementation. Unit nurses may attend the meeting, however, only one nurse selected by the Association from each affected shift(s) on the affected unit(s) shall be provided paid release time to attend the Conference Committee meeting. Nurses and managers will be expected to express their viewpoints and treat each other with mutual respect.

- E. A WSNA nurse representative may be invited by the LUC to attend the Conference Committee meeting(s) to discuss the intended staffing changes.
- F. The Chief Nurse Executive and the managers/directors from the affected unit(s) will attend the Conference Committee to discuss the intended staffing changes.
- G. After review at Conference Committee, any mutually agreed upon alternatives/options which meet the unit (cost center) budgetary parameters, timelines and/or care delivery goals will be implemented in lieu of the original intended changes. The Medical Center may implement its original changes to the staffing guidelines if there are no mutually agreed upon alternatives/options, and provide rationale for these changes. The Medical Center will continue to be open to discuss any new ideas related to the changes at future Conference Committee meetings.
- H. Changes will be evaluated on the affected unit and a report will be prepared by management and staff. The criteria used in the report will include, but will not be limited to, the following: staff satisfaction, patient outcomes, budgetary constraints and care delivery goals. Management will provide a written report to staff nurses on the unit and to the Conference Committee for review at a regularly scheduled meeting no later than four (4) months following implementation of the changes to the staffing guidelines. The Committee will then examine the findings and discuss any concerns.

9.16 Mandatory Call. The following units/services are areas that warrant a mandatory call scheduling system due to scheduling needs, hours of operation and/or specialized patient programs: Main OR, PACU, Endoscopy/Medical Procedures, Radiology, Peds Preparation and Recovery, Peds After Hours, Cardiovascular and 2N MOBI. Areas which currently have call schedules will continue this practice.

If new programs/services are instituted that require call teams or extra call teams within these above stated areas/units, qualified volunteers (including supplemental staff) will be solicited first from staff within the clinical groups. If the number of qualified volunteers does not meet the need for responding to these patient care services, call will be assigned on a rotational and equitable manner among qualified staff within the unit, including supplemental staff where appropriate.

9.15 Staffing Changes. The following is intended to provide for increased RN input into staffing decisions affecting registered nurses. Quarterly, two Local Unit Officers shall be permitted to attend the Nursing Administrative Counsel meeting. A notice of the meeting will be provided to the local unit co-chairs at least two (2) weeks in advance.

With the mutual goal of adequate and safe staffing that is fiscally responsible the manager, in consultation with unit nurses will evaluate data on a quarterly basis to determine trends in staffing patterns. This may include but is not limited to the review of current staffing guidelines, Staffing Analysis forms, internal and external benchmark data, and patient satisfaction.

If it is determined a change in guidelines is needed, the following process will occur:

A. The Unit Manager will;

1. Notify the Local Unit Chairperson by e-mail and mail identifying the unit and/or shift affected. This notification will include dates and be a minimum of two (2) weeks prior to the initial staff meeting(s) to discuss these changes.
2. Post unit staff meeting notices. The purpose of the staff meeting(s) will be to discuss staffing changes and seek input from the affected nurses. At the staff meeting(s) the Unit Manager will discuss the data and trends that have been identified and the intended changes and obtain any additional input from staff of the affected unit shift(s). In addition, the manager will outline the evaluation method related to these changes. If requested by the unit staff, a Local Unit Officer may be present at the meeting(s) to clarify contract related issues.
3. Post a notice of the next Conference Committee meeting, stating date/time/place. This information is provided so RNs may attend the Conference Committee meeting to provide input.

B. WSNA Local Unit Officer(s) or designee(s) may arrange a meeting with the affected staff to review the process related to staffing changes. (Attendance at this meeting will not be paid by the Medical Center.)

C. The Resource Manager will notify the Association and Local Unit Chairperson by e-mail and mail of the intended changes at least two (2) weeks prior to the next regularly scheduled Conference Committee meeting. Such notice shall include the timeline for implementation of the staffing changes on the affected unit/shift. RNs from the affected unit/shift will be invited to attend the Conference Committee meeting provided the unit staff meetings have been completed.

D. At the Conference Committee the Medical Center shall provide the Local Unit Chairperson and the Association with pertinent background data and information relevant

3. If the situation is not resolved, the charge person again consults with the supervisor. The supervisor will utilize available management resources to attempt to resolve the situation.
4. Nurses concerned about unresolved staffing problems, implementation of this article or guideline changes are encouraged to complete the Staffing Analysis forms. The nurse will forward the form to his/her nurse manager and/or nursing supervisor and the LUC. The original copy of the completed Staffing Analysis Form is sent to the Resource Manager. The Resource Manager places a copy in the Local Unit Chair mailbox and routes a copy to the Chief Nurse Executive. The Nurse Practice Committee will collate the Staffing Analysis form data and shall provide a written report to the Conference Committee. If a pattern of similar staffing problems occur on the same unit three (3) or more times within a six (6) month period, the Nurse Practice Committee will report this to the Conference Committee. A majority of the bargaining unit nurses on the Conference Committee, upon review, may determine the need for a panel review. The panel will consist of up to four (4) members of the Association (a representative from each shift on the unit, if indicated), unit manager(s), and the Department/Service Line Director. The outcome of the panel's work and any changes approved to be implemented will be reported back to the Conference Committee.

9.14.2 Nursing Standards. The hospital will continue to implement the rules and regulations of the Nursing Commission.

9.14.3 Staffing. The Medical Center will continue its practice to provide staffing levels consistent with quality patient care. It remains the responsibility of management to grant PTO requests and find necessary replacements as outlined in Article 10 in order to assure adequate staffing, yet provide for time off.

9.14.4 Unit Based Task Force. Each unit of SHMC will form a committee that will review the patient acuity/staffing guidelines, staffing and scheduling issues and unit operations. The committee's goals are to improve standards of care, unit operations, and patient/employee safety and satisfaction. The members of the committee will include, but are not limited to, the nurse manager and/or assistant nurse manager and core staff registered nurses. The committee will determine the duration and frequency of meetings. The committee will forward minutes of the meetings to the Nurse Practice Committee. The Nurse Practice Committee will provide an overview to the conference Committee quarterly.

9.14.5 Collaborative Practice. RNs may develop a unit collaborative practice committee, with the concurrence of nurse managers and appropriate physician(s) for the purpose of enhancing the working relationships and teamwork necessary to provide good patient care.

member attends a seven (7) hour class that ends at 3 p.m. and the staff member's shift ends at 7:30 p.m. B options for that staff member include: returning to work until 7:30 p.m., taking PTO or electing no pay/no work for the remainder of that twelve (12) hour shift.

4. Managers may schedule staff to "split" mandatory class shifts so that one staff member provides patient care for the first half of the shift while another attends the class and then they switch roles for the remainder of the shift. For example, an eight (8) hour staff member is assigned to attend a three-and-one-half hour class, while another provides patient care. Then the staff person who attended class returns to the unit to provide patient care so the other staff member can attend the class during the remainder of the shift.
5. All education time hours will be entered into the time and attendance system using the appropriate code. Mandatory education hours are in addition to the continuing education hours referred to in Section 12.8, Paid professional/Educational Leave at Nurse's Request.

9.13.3 CERP Approval. Continuing Education Recognition approval for qualifying inservice education shall be maintained by the Medical Center.

9.13.4 Resident Nurse Training Program. The responsibility for instructional activities to meet the learning needs of resident nurses will be assumed by clinically competent and experienced nurses including those in the Department of Educational Services.

9.14 Staffing. The Medical Center and the nurses agree that the same quality of care shall be maintained seven (7) days per week, and twenty-four (24) hours per day. In accomplishment of this goal, the following will be taken into account:

1. The number of patients per nursing unit.
2. The acuity of illness.
3. The unit/floor activity.
4. Patient/Staff Safety

9.14.1 Staffing Levels.

1. A nurse questioning the level of staffing on their assigned unit is encouraged to communicate this concern to his/her Nurse Manager, Assistant Nurse Manager or Charge Nurse.
2. The person in charge of the unit who has received this communication will assess the staffing levels and reallocate clinical unit resources when appropriate and possible. When no adjustments are possible within the unit, the person in charge will contact their immediate supervisor on duty.

9.13 Orientation/Inservice Education.

9.13.1 **Orientation Objectives.** The objectives of orientation shall be:

- a) to familiarize new personnel with the objectives and philosophy of the Medical Center.
- b) to orient new personnel to policies and procedures, their functions and responsibilities as defined in job descriptions.
- c) to orient presently employed personnel to new policies and new procedures or to new areas of assignment which directly affect the nurse's assignment and responsibility.

Orientation will consist of a basic comprehensive program in which the nurse will be oriented through a combination of instructional conferences, work area and/or shift work.

9.13.2 **Inservice Education.** The functions of inservice education in the Medical Center shall be:

- a. to promote the safe and competent care of the patient
- b. to develop staff competence
- c. to create an environment that stimulates learning, creativity and personal satisfaction. Topics to be offered will be determined by discussions between the nurses and the inservice department.

The objectives of the inservice education within the Medical Center shall be: to review the philosophy, objectives and functions of inservice education in light of needs of personnel, nursing department and nursing care; to provide ongoing education programs which will enhance patient care; to review current nursing care trends.

If nurses are required to attend inservice programs during their off duty hours, they will be paid at the appropriate rate.

- 1. Staff assigned to attend mandatory education sessions will be paid for the time in attendance.
- 2. If the nurse attends a mandatory education session less than their work shift length and the remainder of their work shift is less than four (4) hours, they will be paid for their entire shift, e.g., a ten (10) hour staff member attending an eight (8) hour class will be paid ten (10) hours. A twelve (12) hour staff member attending a class for eight (8) hours that ends at 5:30 p.m. (and the end of their shift is 7:30 p.m.) is paid for twelve (12) hours.
- 3. If four (4) hours or more remain in the nurse's workday coinciding with the nurse's scheduled shift time, the nurse has the option to work, take PTO or take time off with no pay for the remainder of that shift. For example, a twelve (12) hour staff

3. Float, if needed;
4. Go home.

After meeting the three (3) month agreement (floating and working extra on the cross-train unit), the staff person can submit a written statement providing two (2) weeks' notice indicating their desire to return to rotational floating with the other staff on their unit.

Nurses currently cross-trained are not required to comply with this Section.

9.12 Re-employment. For purposes of accrual of benefits, nurses who are re-employed within twelve (12) months shall be entitled to previously accrued benefits and placement on the salary schedule which the nurse had at the time of his/her separation.

Nurses will not be required to float outside the AGPU, PCCA clinical float group except to assume a 1:1 functional assignment to provide psychiatric/safety support to the psychotic/suicidal patients outside their clinical group. Nurses from other clinical float groups will not be required to accept "functional assignments" on PCCA or AGPU.

Functional Assignment: The definition of a "functional assignment" is delegated nursing care, excluding total independent patient assessment and team leading, under the direction and monitoring of a staff nurse on that unit, which can be performed independently or in concert with other unit staff.

9.11.2 Temporary Assignment. The definition of "temporary assignment" is a core staff or core float who retains their position in terms of cost center number, unit/hours/shift who volunteers to be temporarily assigned for a limited time to work on another unit on a regular basis for an equal number of budgeted hours. The temporary assignment will not exceed three (3) months unless mutually agreed between the Medical Center, the nurse, and the Local Unit Chairperson. In no way does this constitute that this staff person is supplemental or core staff on the unit to which they are temporarily assigned. Temporary assignment may be used on a voluntary basis to meet staffing needs for time limited vacancies, when an assessment period is needed to determine position/hours needing to be filled, and to temporarily assign staff from a unit/shift or groups of units/shifts experiencing a sustained low census to an area needing more staff than their current core/supplemental staff can meet.

When the staff return to their original assignment (unit/float group), they may elect in writing to volunteer to be available to float to the area of previous temporary assignment whenever scheduled to work. Staff may rescind the voluntary agreement anytime by providing two (2) weeks notice in writing and stating the desire to return to rotational floating with the other staff on their home unit.

9.11.3 Cross-Train Assignment: Part time staff may request to be cross-trained to a unit outside their float group. The request must be approved by the nurse's supervisor and the manager of the cross-train unit. Training will occur on the staff person's scheduled days off and will not be planned requiring overtime. Once cross-trained, the staff person will float, if needed, to the cross-train unit on their regular scheduled days when their unit is overstaffed. This floating agreement will be for a minimum of three (3) months. In addition, the staff person must volunteer to be scheduled on the cross-train unit for a day mutually agreed upon by the Cross-Trained nurse and management. The shift is identified on the schedule as a "Cross Trained Extra" (CTX). The CTX shift will be on the nurse's regular shift (unless s/he volunteers for a different shift) for a minimum of two (2) extra shifts/month. If the CTX shift is not needed, the nurse may elect one of the following options:

1. Work on their home unit, if needed;
2. Work on their home unit so a voluntary low census can be granted;

	(Nursery only)
AGPU	PCCA
PCCA	AGPU
Group I Floats	2N, 2S, 6N, 6S, 8S, 8N, CARA
Group II Floats	4N, 4S, 5N, 5S, 6N, 6S, 7N, 7S, 8S, 8N
Group III Floats	Peds, Peds ICU, Peds Onc O, Peds Onc Inpt, NICU, Birth Place
Group IV	AGPU, PCCA

Surgical/Outpatient Services: **Floating will occur as follows, skill dependent**

Group A Preprocedure/Preop/Phase I and II Recovery/Department Floats Group A	Adult Surgical Preop and Recovery/Endoscopy and Medical Procedures, Preprocedure and Recovery//Day Surgery Preop and Recovery/Pediatric Preparation and Recovery
Group B Procedures/Sedation/ Dept. Floats Group B	Endoscopy and Medical Procedures/ Radiology/Cardiovascular
Group C PACU/Dept. Float Groups C	PACU/Preop Holding Areas
Group D Surgery	Ortho Specialty, General, Pediatric, Neuro, Cardiovascular Specialty, Day Surgery
Radiation Therapy	No designated Clinical float group
Emergency Department	No designated Clinical float group
IV Therapy	No designated Clinical float group

Nurses assigned to float to a unit outside the above unit float groups shall only be assigned a functional assignment unless they volunteer and are qualified to assume a patient assignment.

A nurse who is floated will not be expected to assume the role of unit charge nurse. If a nurse is required to team lead when floating, the team member(s) will be unit staff. Nurses floated from 2N, 2S and Group I floats will not be assigned to team lead without his/her consent. Nurses floated from Peds, Peds ICU and NICU to the Birth Place will not be assigned to team lead without his/her consent. An exception to these guidelines may be necessitated by a crisis situation and may be made only after consultation with a nurse manager or nursing supervisor and in agreement with the nurse involved.

The nurse shall be provided with orientation sufficient to allow effective implementation of assignment, or they shall be allowed to show cause why they should not accept an assignment. The nurse is responsible to inform the charge nurse of any task or procedure for which the nurse feels inadequately prepared. The charge nurse will then review the patient assignment and make accommodations/adjustments to the assignment before work commences so that patient safety is maintained. If the nurse and charge nurse cannot reach agreement on the assignment, the manager or the supervisor will be called to intervene in a timely manner, preferably prior to work commencing. The nurse and the charge nurse will be expected to collaboratively provide the care needed until resolution can be achieved so that safe patient care will not be compromised in this process. Guidelines for clinical float groups may be reviewed and modified when mutually agreed upon by management and Local Unit Officers at Conference Committee.

Clinical Float groups are as follows:

UNIT:	TO:
2N	2S, 6N, 6S, 8N, CARA
2S	2N, 6N, 6S, 8S, 8N
6N	6S, 4N, 5S, 4S, 5N, 7N, 7S, 8S, 8N, CARA
6S	6N, 4N, 5S, 4S, 5N, 7N, 7S, 8S, 8N, CARA
5S	4N, 4S, 5N, 7N, 7S, 8S
4N	4S, 5N, 5S, 7N, 7S, 8S
4S	4N, 5N, 5S, 7N, 7S, 8S
5N	4N, 4S, 5S, 7N, 7S, 8S
7N	4N, 4S, 5N, 5S, 7S, 8S
7S	4N, 4S, 5N, 5S, 7N, 8S
8S	4N, 4S, 5N, 5S, 6N, 6S, 7N, 7S, 8N
8N	4N, 4S, 5N, 5S, 6N, 6S, 7N, 7S, 8S, CARA
CARA	4N, 4S, 5N, 5S, 6N, 6S, 7N, 7S, 8S, 8N
Peds ICU	NICU, Peds, Birth Place (Nursery only) Peds Onc I, Peds Onc O, Peds Sedation
Peds	Peds Onc I, PICU, NICU, Birth Place (Nursery only)
NICU	Peds ICU, Peds, Birth Place (Nursery only), Peds Onc I
Birth Place	NICU, Women's Outpatient Clinic/Programs
Peds Oncology, Inpt (Peds Onc I)	Peds, PICU, NICU, Peds Onc O
Peds Oncology Outpt (Peds Onc O)	Peds, PICU, NICU, Peds Onc I, Peds Sedation
Peds Sedation	PICU, Peds, Peds Onc Inpt, Peds Onc O, NICU, BP

Full-time and part-time staff as well as supplemental nurses may bid on posted positions outside their unit. Selections will be determined by qualifications and seniority.

If an RN questions the seniority of another RN who she/he feels has less seniority, the objecting RN must notify the manager within ten (10) calendar days after the transferred RN begins his/her new schedule so that exact hours worked as a Registered Nurse can be tabulated and resolution achieved.

Inter-Department Transfer. Nurses who request a transfer from one department to another are required to enter an orientation period unless they can perform the duties of the job description for the position into which they transfer. The length of the orientation will be determined by the satisfactory completion of the objectives of the program.

9.10 Change of Status. If a nurse's request for a change of status is approved from full time to part time or part time to full time or to change regularly scheduled hours, it shall normally require at least one full pay period lead time before such change of status will become effective.

9.11 Float Pool. A float pool shall be established to which certain nurses shall be assigned. Nurses in the float pool will be assigned a specific clinical float group. Float nurses shall be given orientation sufficient to allow implementation of an assignment to units within their clinical float group. The float nurse shall be allowed to show cause why they should not accept an assignment. Float pool nurses assigned to float to a unit outside their clinical float group will only be assigned a functional assignment unless they volunteer and are qualified to assume a patient assignment outside their float group.

Guidelines for clinical float groups (include cross training) for float pool nurses may be reviewed and recommendations proposed by the Nurse Practice Committee and approved by the Conference Committee.

A float pool nurse shall be responsible to inform the charge nurse of any task or procedure for which the nurse feels inadequately prepared to perform. The charge nurse will then review the patient assignment and make accommodations/adjustments to the assignment before work commences so that patient safety is maintained.

A float pool nurse will not be expected to assume the role of unit charge nurse. An exception to this guidelines may be necessitated by a crisis situation and may be made only after consultation with a nurse manager or nursing supervisor and in agreement with the float nurse involved.

9.11.1 Inter-Unit Floating. Nurses assigned to a specific unit shall not be required to float and take a patient assignment outside their clinical floating group.

Nurses who float to another unit within their defined clinical float group will be responsible for an appropriate patient assignment based on their skills and competency

9.6.5 When the Medical Center initiates disciplinary action in response to a charge or complaint by a third party, the nurse shall be informed of the source of such charges, nature of the allegations, and the name(s) of the accusing party, unless prohibited by statute or regulation.

9.7 **Exit Interview.** A routine exit interview shall be encouraged with a representative of the personnel Department prior to the nurse's last day of work. The nurse will make a good faith effort to contact the Personnel Department to schedule this exit interview.

9.8 **Personnel Information.** With the exception of reference verifications, nurses shall have access to their personnel file and will be provided copies of materials upon their request. After completion of the probationary period, the Medical Center, upon the request of the nurse involved, shall remove and destroy reference verifications and other third party material.

9.9 **Open Positions Posted.** Notices of Registered Nurse positions to be filled shall be posted on a designated bulletin board at least five (5) days in advance of filling the position in order to afford presently employed Registered Nurses the first opportunity to apply. Intra-unit postings (including any extra hours to be added to existing FTEs on a unit) shall be posted on the affected unit using the approved form, Unit Position Vacancy (PER010). The posting form as well as the "Interest in Posted Unit Position" form(s) (PER009) will be submitted to the Personnel Office to be retained for forty-five (45) calendar days. Qualified nurses presently employed at the Medical Center shall have the first choice for open positions.

Intra-unit transfers of Core Staff members will be administered based on seniority. Full-time or part-time nurses working on a unit shall have priority for positions which open on the unit over supplemental nurses working on the unit as well as over nurses from outside the unit. Applications for an open position shall be made in writing using the "Interest in Unit Posted position" form.

A good faith effort will be made by management to enact intra-unit transfers within an eight (8) week period from the date the nurse accepted the position. If the intra-unit transfers cannot be accomplished within eight (8) weeks, the affected RN will be paid one dollar (\$1.00) per hour beginning the first day of the ninth week until the transfer is achieved. Unless mutually agreed upon by the nurse, the transfer will take place no later than sixteen (16) weeks after the nurse has accepted the position.

Inter-unit department transfers will occur within four (4) weeks of the date the employee accepts the position unless mutually agreed upon by staff and managers.

A supplemental nurse who has met the commitments contained in the Supplemental Agreement and been assigned on a unit for a minimum of twelve (12) months will be given priority in filling open positions on that unit over staff from outside the unit.

- 3) Suspension Without Pay. (Optional)
- 4) Discharge.

The above step to be initiated will depend on the nature and seriousness of the performance incident.

After two (2) years, if no further disciplinary action is applied, the nurse may request written warning notices be removed from his/her personnel file. Any reference to them on the interim performance progress notes will also be discarded after this two (2) year period. Performance appraisals shall reflect the nurse's job performance and behaviors but shall not reference disciplinary actions or written warning notices. Notwithstanding the foregoing, if a nurse receives a written warning for conduct deemed to be in violation of State or Federal Law or the Nurse Practice Act, the written warning may be retained in the nurse's personnel file but shall not be deemed relevant for purposes of future progressive discipline or for evaluating a nurse's qualifications under the job posting provision of this Agreement after two (2) years if no further disciplinary action is applied. During the two (2) year period disciplinary actions may not be considered, as the sole reason to deny consideration for transfer, unless the discipline is relevant to the employee's performance of the posted position.

9.6.2 Except in situations for which immediate discharge is appropriate, a nurse may be discharged only after receiving two (2) written warnings.

9.6.3 **Progressive Discipline and Pay-Increases.** A nurse's pay step increase (Section 6.1) shall be withheld in the event the nurse does not receive a "Meets Standards" overall rating on the performance evaluation. A nurse must be in Progressive Discipline, per paragraph 9.6.1, to receive less than a "Meets Standards" overall rating. The nurse shall receive such step increase upon receiving a "Meets Standards" overall rating on the performance evaluation. The nurse shall be re-evaluated in a time frame not to exceed six (6) months. At the time a nurse is disciplined, the nurse will be notified that the discipline may result in withholding of their next tenure increase.

9.6.4 A nurse may request the presence of an Association representative during any investigatory meeting which the nurse believes may lead to a disciplinary action. The manager or supervisor shall inform the nurse of the purpose of such investigatory meeting in advance. Except in any case requiring immediate action on the part of the Employer, the nurse shall be allowed a reasonable amount of time to obtain Association representation. A mutually agreed upon meeting date and time will be established. Association representative, the manager, and the nurse involved to take place no later than ten (10) calendar days from the date the nurse was informed of the necessity of an investigatory meeting, unless a later date is agreed upon by the manager and Association representative.

- * Failure to report from layoff within fifteen (15) days after receiving notification of a comparable position.
- * Failure to keep the Medical Center informed of current address and phone number while on layoff.

9.5.3 Severance Pay. A nurse who is laid off due to the closure of a service or sale of a service will be provided severance pay under one of the following conditions:

- 1) The nurse does not receive an employment opportunity and subsequent offer of continued employment at SHMC through the reassignment/lay off procedure.
- 2) The nurse does not receive an employment opportunity or offer of employment from a new entity that may have purchased the service from SHMC or is a joint venture with SHMC.

10,400 hours or less	80 hours
More than 10,400 hours but less than 20,800 hours	120 hours
More than 20,800 hours but less than 31,200 hours	160 hours
More than 31,200 hours but less than 41,600 hours	200 hours
More than 41,600 hours but less than 52,000 hours	240 hours

The calculation for severance pay will be based on the regular rate of pay at the time of layoff plus any certification pay and shift differential. Severance pay will be prorated based on the nurse's budgeted hours. Severance pay will be paid on regular SHMC paydays.

PTO and EIT will not accrue on severance pay.

Continuation Coverage: SHMC will continue the following plans for the period the nurse receives severance pay or a minimum of one (1) month, Health Insurance, Dental Plan and Optical Insurance. After Continuation Coverage ceases, the laid off nurse will be eligible for COBRA. If a nurse returns to employment at SHMC during the severance period, severance pay will cease.

9.6 Progressive Discipline and Just Cause. Discipline and discharge shall be for just cause. A regular status nurse disciplined or discharged shall be entitled to utilize the provisions of the grievance procedure herein, if the nurse believes that such discipline and/or discharge was not for just cause.

9.6.1 The Medical Center will use progressive discipline when appropriate. Progressive discipline is defined as:

- 1) First written warning (given to the nurse and a copy placed in the nurse's personnel file.
- 2) Second written warning (given to the nurse and a copy placed in the nurse's personnel file.

accepts a supplemental position shall remain on the reinstatement roster per 9.5.2.1. A nurse on the reinstatement roster who refuses a supplemental position shall remain on the reinstatement roster for a comparable position and shall notify Personnel if they choose to be notified of future supplemental vacancies.

- 2) If a nurse does not take the position offered, it will be offered to the next eligible nurse on the reinstatement roster. A nurse on the reinstatement roster who refuses to accept a non-comparable position within his/her Clinical Group will not be removed from the reinstatement roster. A nurse on the reinstatement roster who accepts a non-comparable position will remain on the reinstatement roster until offered a comparable position. If no nurse from the reinstatement roster accepts the position, transfers within the Medical Center may take place and the position may be posted.
- 3) Positions outside a Clinical Group will be posted at the Medical Center. Nurses on the reinstatement roster outside that Clinical Group may apply for those positions and will be given preference; however, the Medical Center shall not be obligated to inform nurses about these positions. Nurses who accept positions outside their Clinical Group will be removed from the reinstatement roster.
- 4) The most senior eligible nurse on the reinstatement roster will be called first. If he/she accepts the position immediately at the time of the call, no other nurses will be called. If he/she wishes 24 hours to think about it, he/she may do so. The Personnel Department will continue this procedure until a nurse accepts the position immediately or all eligible nurses in comparable positions have been called. If the Personnel Department calls more than one nurse who wishes to take 24 hours to make a decision, the Personnel Department will explain that other nurses on the reinstatement roster are being called at the same time; the most senior person wishing to accept the offer will get the position and the remaining nurses will be informed of the outcome. Nurses on the reinstatement roster are responsible for keeping Personnel apprised if they are unable to be reached by phone. If Personnel is unable to reach the nurse by phone within 24 hours, the nurse next on the reinstatement list will be contacted.

9.5.2.3 Benefits and Seniority Restoration. Upon re-employment from such roster, the nurse shall have all previously accrued benefits and seniority restored with no change to the nurses' anniversary date or tenure date if the nurse is reinstated within 30 days.

9.5.2.4 Loss of Seniority. Nurses shall only lose their seniority rights for one of the following reasons:

- * Voluntary termination.
- * Discharge for just cause.

- 8) A nurse on layoff status who is either employed on a reduced FTE status or as a supplemental nurse may complete and transmit to her/his department manager, a list of units where the nurse feels able to perform the work needed in accordance with Section 9.11 of this Agreement. Nurses who have experienced a complete reduction of FTE shall be allowed to transfer to supplemental status within their Clinical Group. Such nurse will be given priority over nurses on regular supplemental status for temporary staffing needs up to the nurse's pre-layoff budgeted FTE per pay period.
- 9) A nurse who is laid off shall have the right at the time of layoff to receive accumulated PTO upon written request to the Medical Center.
- 10) The Medical Center will not use the layoff procedure to effect staffing changes between bargaining unit employees and non-bargaining unit employees.

9.5.2.1 Reinstatement Roster. In the event of a reassignment/layoff, the names of nurses who did not retain a comparable position within the Clinical Group will be placed on the reinstatement roster for a period of one (1) year from the date of reassignment/layoff. A nurse who has been placed on the reinstatement roster will be removed only when he/she accepts or refuses to accept a comparable position within his/her Clinical Group. For nurses on the reinstatement roster who were scheduled to work three (3) twelve (12) hour shifts per week prior to the layoff/reassignment, a comparable eight (8) hour position would have to allow the nurse the option of either working seventy-two (72) hours per pay period as a part-time nurse or eighty (80) hours per pay period to maintain the nurse's full-time status.

9.5.2.2 Order of Reinstatement.

- 1) Vacant positions will be offered to a nurse on the reinstatement roster as they become available before any transfers within the Medical Center take place and before they are posted. A nurse on the reinstatement roster will be called by the Personnel Department and offered position(s) in their Clinical Group as they occur. When a vacancy is filled from the reinstatement roster, the order of reinstatement will be in order of seniority. A nurse unable to respond to notice of recall due to a reason justifying a leave of absence shall be transferred to appropriate leave of absence status. Nurses on the reinstatement roster shall be given priority for supplemental vacancies within their Clinical Group. If a supplemental vacancy occurs, nurses on the reinstatement roster shall be notified and given priority for such position within their Clinical Group. A nurse who

B. Clinical Group Bumping

- 1) Nurses who are not able to or elect not to remain on their unit may select by seniority a position from the "low seniority roster".
- 2) If a comparable position is not available, the nurse must transfer into a vacancy of equivalent hours or if no vacancy, bump the least senior nurse on the remaining two (2) shifts with an equivalent number of hours within the clinical group.
- 3) Nurse(s) unable to obtain a position with an equivalent number of hours within the Clinical Group who elect to pursue a position, must first take a vacant position of twenty (20) hours a week or more, or if no vacant positions exist, bump the least senior nurse in the Clinical Group with a lesser number of hours but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours).
- 4) A displaced nurse in the affected Clinical Group who is unable to retain a position within the affected Clinical Group will be able to move to a position outside their Clinical Group and take a vacant position of equivalent hours or if no vacant position exists bump the least senior nurse in a position of equivalent hours or fewer hours but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours) if the displaced nurse has more seniority and is qualified as determined by an interview.
- 5) A displaced nurse who does not choose to bump or is not eligible to bump during the reassignment/layoff process shall be placed on the reinstatement roster.
- 6) The Medical Center shall not hire core staff into the affected Clinical Groups until all nurses holding recall rights have been notified of vacant positions and have refused those positions.
- 7) Nurses from affected Clinical Groups with nurses on the reinstatement roster will not increase their budgeted hours without first offering such hours to nurses from these Clinical Groups on the reinstatement roster.

These vacant positions will be reviewed with a Local Unit Chairperson or designee as soon as practical.

4. Vacant positions identified to be made available to displaced nurses for reassignment will first be posted on the unit for a one time intraunit transfer. This will require a single five day posting on the unit(s). Only nurses in budgeted positions on that unit with more seniority than the most senior nurse to be displaced by reassignment/layoff will be approved to transfer. Positions vacated by the one time intraunit transfers will be held for reassignment/layoff.
5. Nurses in a budgeted position having more seniority than the most senior nurse on the reassignment list on the affected unit(s) may volunteer and transfer to an equivalent vacant position within their clinical group, or may volunteer, interview and if deemed qualified (Section 9.5.1), transfer to a vacant equivalent available position outside of their Clinical Group. Volunteer transfers will be limited to the total number of hours per pay period needing to be reassigned from the affected clinical group(s).
6. The reassignment/layoff process shall be accomplished by a reduction of the least senior nurse(s) on the affected unit/shift followed by choosing intra-unit bumping or Clinical Group bumping if applicable on the basis of seniority, most to least senior as provided below.

A. **Intra Unit Bumping.** A displaced nurse, wishing to remain on his/her unit may elect to do the following:

- 1) Take a vacant position of equivalent hours on a different shift;
- 2) If no vacancy of equivalent hours, bump the least senior nurse of equivalent hours on the remaining shift(s);
- 3) If no position of equivalent hours, may take a vacant position of lesser hours;
- 4) If no vacant position of lesser hours, bump the least senior nurse with a lesser number of scheduled hours, but at least twenty (20) hours per week so the nurse may retain benefits (unless the displaced nurse is in a current budgeted position of lesser hours)

OR,

The nurse may elect to do the following to retain a position on their same shift and unit;

- 1) Take a vacant position of lesser hours on the same shift;
- 2) If no vacant position of lesser hours is available, bump the least senior nurse on the same shift in a position with less hours.

- 1) **"Clinical Groups"** are the following:
 - * Critical Care: 2N, 2S, 8S, 8N, 6N, 6S, CARA, ED, Group I Floats, Cardiac Rehab; EP Nurses
 - * Medical - Surgical: 4S, 4N, 5N, 5S, 7N, 7S, IV, Radiation Therapy and Group II Floats;
 - * Parent - Child: Birth Place, NICU, 3N, Peds ICU, Peds Oncology, Ped Sedation, Group III Floats, Pediatric and Women's Outpatient Clinic/Programs;
 - * Psychiatry: AGPU, PCCA, ECT, Outpatient Psychiatric Services, Group IV Floats;
 - * Surgical/Outpatient Services:
 - * Group A: All OR specialties and Day Surgery
 - * Group B: Endoscopy and Medical Procedures Preprocedure and Recovery, Pediatric Preparation and Recovery, Adult Surgical Preop and Recovery, Day Surgery Preop and Recovery
 - * Group C: Endoscopy/Radiology/Cardiovascular/PACU

In the event a new unit is developed, the Nurse Conference Committee shall have an opportunity to review and recommend its placement within the appropriate clinical group.

- 2) **"Qualified"** means the ability to independently provide safe, direct patient care for the standard case load within a nurse's assigned clinical group. The nurse must demonstrate competency in the essential clinical skills within the standard orientation and precepting for the specific unit. Orientation to the team leading and charge responsibilities will be in addition to the standard clinical orientation for the specific unit

9.5.2 Reassignment/Layoff Procedure. The reassignment/layoff procedure will be used in situations when nurses will experience a mandatory reassignment/layoff.

The reassignment/layoff procedure is as follows:

1. Except in cases of emergency, agency and traveling nurses shall not be scheduled to work on units and shifts which the Hospital has identified for a reduction. Supplemental nurses will not be used to circumvent the restoration of displaced positions.
2. Management will identify the number of hours and positions that need to be reduced on a particular unit(s) and shift(s) and notify the Local Unit Chairperson or designee of pending reassignment/layoff.
3. The affected clinical group will be identified and the seniority roster will be reviewed to determine the least senior nurses in the clinical group. All posted positions and positions approved by management to fill will be placed on hold.

unit or shift. A nurse choosing this option is not considered to be on layoff or partial layoff but will be offered his/her former hours as they become available.

9.4.2.5 Voluntary Unpaid Leave of Absence at Employer's Request. The Medical Center will seek employees who are willing to take a voluntary unpaid leave of absence (minimum of 30 days and a maximum of 90 days) before implementing a reassignment or layoff. The Medical Center will continue to pay the employee's group insurances during this leave of absence for a maximum of 90 days provided the employee is covered at the time this leave of absence commences. The employee's job will be held until the employee's return. In the event of a layoff during this leave of absence, the provisions of layoff shall apply.

In the event the employee applies for unemployment compensation during this leave of absence, the Medical Center reserves the right to cancel the voluntary leave of absence and return the employee back to work.

9.5 Reassignment/Layoff. In all reassignments/layoffs and recall from reassignment/layoffs, clinical groups shall be controlling. In the event of reassignment/layoff of regular status nurses, the Medical Center will give twenty-one (21) calendar days written notice to the Association, Local Unit Chairperson and the affected nurse(s). During this twenty-one (21) day period, the following steps must be followed. Steps will include:

- (1) At the same time the Notice of Reassignment/Layoff is posted, SHMC will provide the Association a list of all open positions in the Hospital.
- (2) In event of the elimination or sale of an entire unit or service, affected nurses will make a non-binding election whether he or she wishes to participate in the reassignment to obtain a position at SHMC, two (2) calendar weeks after the notice of reassignment/Layoff. At any time prior to the reassignment or layoff of the last affected nurse, a nurse may change his or her decision and participated in the reassignment. At that time the affected nurse may exercise his or her seniority rights as the low seniority roster exists at that time.
- (3) A vacant position list and low seniority roster will be established.
- (4) The potential affected nurses within the clinical group will be notified.
- (5) The vacant position list will be distributed.
- (6) The affected nurse will be provided a minimum of seven (7) days to prepare for the reassignment or layoff.

In the event of a "plant closing" or "mass layoff" as defined in the federal Worker Adjustment and Retraining Notification Act (WARN), and provided the Medical Center must comply with the provisions of this Act, the written notice period shall be sixty (60) calendar days.

9.5.1 Definitions. As used in this Section 9.5, the following terms shall apply:

(1 1/2) hours for day shift but is unsuccessful, the nurse must take the voluntary low census if no other nurse volunteers on that unit and will receive two (2) hours inconvenience pay.

4) If the Medical Center contacts the nurse prior to reporting for work, the nurse may withdraw the request for the voluntary low census. If the voluntary low census is granted, the nurse is not eligible for the inconvenience pay.

It shall be the responsibility of the nurse to maintain a current telephone number listed with the nurse's respective department. Failure to do so shall excuse the Medical Center from the notification requirement provided herein.

9.4.2.2 Low Census Standby Pay. The Medical Center may seek volunteers for clinical float group or unit standby for the hours of their regular shift. The nurse who volunteers will be placed on standby for the nurse's scheduled shift and will be paid as outlined in Article 7.2 and 7.3.

9.4.2.3 Low Census Minimum Work. If a nurse reports to work and mandatory or voluntary low census or a need to cancel supplemental or extra shifts is determined after the shift start time, the nurse will be given the following three options: (1) If less than two (2) hours worked, receive two (2) hours inconvenience pay; (2) if two (2) hours or more are worked, receive pay for the hours worked; (3) stay and work for four (4) hours and be paid for four (4) hours work. A nurse who volunteers or is assigned to work such a temporarily reduced shift at the request of the hospital shall not have a reduction of benefits. Ten (10) or twelve (12) hour nurses and eight (8) hour nurses who work non-traditional shifts who are contacted for a partial voluntary low census day will have the following options:

- A. Nurses may refuse to volunteer for a partial low census day and request a full low census or a full work day.
- B. Nurses who agree and are granted a voluntary partial low census day will be informed at the time it is granted of the time they are to report to work for the remainder of the shift. In the event nurses subsequently are assigned mandatory or granted voluntary low census or supplemental nurses and nurses working extra shifts are cancelled for the remainder of the shift, the notice requirements related to inconvenience pay of this section shall apply.
- C. Up to three (3) RNs per unit per shift may be granted a voluntary partial low census shift.

9.4.2.4 Voluntary Reduction of Hours. Immediately prior to reassignment or layoff, voluntary reduction in hours may be offered to full and part time nurses on an affected

toward seniority, PTO, EIT and Insurance benefits. The maximum amount of mandatory low census per nurse will not exceed the hourly equivalent of one shift per pay period not to exceed forty eight (48) hours/year. Mandatory Low Census Hours shall be applied to the forty eight (48) hour limit. There will be a minimum of two (2) hours credited towards the nurse's forty eight hour limit for any Mandatory Low Census Hours assigned. Nurses assigned mandatory low census by management may refuse to return from low census for the remainder of the nurse's shift. The hours the nurse elects not to work will be considered mandatory low census and count as part of the maximum mandatory hours as described above.

- 4) First, supplemental nurses, and then nurses working extra shifts (i.e., scheduled on their normal day off) shall be canceled on units prior to assigning a nurse a mandatory low census who is qualified to work on that unit within the clinical float group. On a unit basis, supplemental nurses canceled due to low census shall be canceled in an equitable rotation, unless specialty skill requirements are needed.
- 5) In the event of low census, agency or traveling nurses shall be released before any core staff from the unit is required to float or take low census.

9.4.2.1 Low Census Inconvenience Pay. Nurses assigned a mandatory low census by management shall be notified a minimum of two (2) hours in advance of their shift. Supplemental nurses and nurses scheduled for an extra shift that are cancelled by management shall be notified a minimum of one and one-half (1 1/2) hours in advance of each shift. In the event such notice is not given, the affected nurse shall receive two (2) hours of inconvenience pay at the nurse's regular rate of pay. Should the Medical Center make a bona fide attempt to notify the nurse of a cancellation of shift or assignment of a mandatory low census within the above-referenced time periods but be unsuccessful in doing so, this pay provision shall not apply.

Voluntary low census inconvenience pay will be administered as follows:

- 1) The Medical Center will make a good faith effort to grant voluntary low census two (2) hours prior to the start of work for evenings and nights and one and one-half (1 1/2) hours for day shift.
- 2) If the Medical Center attempts and is unable to contact the nurse more than two (2) hours prior to the start of work for evenings and nights and one and one-half (1 1/2) hours for day shift, the nurse will be granted and must take a voluntary low census when reporting to work unless others volunteer.
- 3) If the Medical Center attempts to contact the nurse less than two (2) hours in advance of the start of work for evening and night shift and one and one-half

9.3 Notice of Resignation. Regular nurse employees are to give not less than fourteen (14) days written notice of intended resignation. A notice shall be placed in the personnel record of a nurse in the event that he/she fails, without good cause, to give proper written notice of resignation.

9.4 Low Census and Layoff. Unanticipated declines in patient care requirements may result in the need to reduce nursing staff. Low census is defined as decline in patient volume and/or patient care requirements resulting in a temporary staff decrease. It is recognized by the parties that the basic policy shall be to use the Low Census procedure to accomplish short term staff reductions. When a reduction in patient care requirements occurs over an extended period, resulting in need for work force reduction or consolidation of services, the layoff procedure will be implemented.

9.4.1 Low Census Definitions. As used in Section 9.4, the following terms shall apply:

Mandatory Low Census: (MLC) Low census which is identified by management as mandatory and assigned by the Medical Center to scheduled full-time and part-time staff. Canceling supplemental and extra shifts are not counted as MLC.

Voluntary Low Census: (VLC) Low census which the staff member takes voluntarily, either by volunteering prior to the shift or volunteering when asked by the Staffing Office/NM/ANM or designee.

Start of Work: The time staff start their normal shift.

9.4.2 Low Census Procedure. When the Medical Center experiences a decline in patient care requirements that necessitates a temporary decrease in staff, the Medical Center will implement the low census procedures in the following order:

- 1) Where low census reductions are needed, nurse(s) will be assigned to float to available assignments in accordance with Section 9.11.1 of this Agreement.
- 2) On a shift to shift basis, voluntary low census days will be granted if possible within the clinical group, and staff will be floated to areas of need in accordance with Section 9.11.1 of this Agreement. A nurse assigned a mandatory or granted a voluntary low census may not be required to return from low census so that a nurse from the nurse's unit can provide functional coverage (float) on another unit outside the unit's float group.
- 3) As assessed on a daily basis, nurses will be assigned by management to take mandatory low census on an equitable rotation. A nurse assigned a mandatory or granted a voluntary low census pursuant to this section shall be given credit

8.11 **10 Hour Shifts.** The Medical Center will give written notice to the Association at least thirty (30) days prior to any change from a 10 hours shift to an 8 hour shift. This written notice will include the specific changes and the basis for those changes.

8.12 **Work on Day Off.** Full-time RNs, as defined in Section 4.4 called in on their day off shall be paid at the rate of time and one-half (1-1/2X) their regular rate of pay for the hours worked.

ARTICLE 9 - EMPLOYMENT PRACTICES

9.1 **Probationary Period.** The first three (3) months of employment shall be a probationary review period. After three months (3) of continuous employment the nurse shall be considered a regular status employee unless specifically advised in writing otherwise by the Medical Center. A nurse shall be entitled to seniority rights and tenure after completing the probationary period, where upon seniority rights and tenure shall be retroactive to the employment date. During the probationary period a nurse may be disciplined or discharged without notice and without recourse to the grievance procedure.

9.2 **Evaluations.** Nurses shall be given a written evaluation by the nurse's supervisor prior to the end of the probationary period. Nurses shall be given a written evaluation by the nurse's supervisor on their anniversary/tenure date annually thereafter. If a nurse disagrees with the evaluation, the nurse may object in writing to the evaluation, and such objection shall be retained by the Medical Center with the evaluation. When such written evaluation is carried out, the nurse will signify in writing awareness of the evaluation. The nurse's signature does not indicate whether the nurse agrees or disagrees with the evaluation. The nurse, upon request, will be given a copy of the evaluation. The Medical Center may develop and implement peer review programs with voluntary nursing staff participation. A staff nurse will not be assigned to evaluate peer staff competency/skills. A trained preceptor may be assigned to assist in screening peer staff for competence and skill verification. If, during the skills review, the preceptor assesses that a peer needs additional assistance to perform the competency/skill, they will review/coach the peer in areas needing improvement. The preceptor will then alert the manager/clinical educator so that further training is provided as needed and for the manager/clinical educator to evaluate that staff person's performance for the competence/skill. The preceptor will be paid for hours worked to assist in verification of staff competency/skill review. Preceptors performing this review must have completed preceptor training and have twenty-four (24) months experience on the unit. It is agreed that no personnel actions will be taken as a result of any evaluation of a staff nurse by a peer staff nurse preceptor except on the following conditions:

1. The peer evaluation will not be the only source of information;
2. The peer evaluation will not be given primary weight;
3. All evaluative conclusions will be verified by the Nurse Manager or a Supervisor.

schedules back to eight (8) hour when for reasons such as inability to recruit and fill positions, or mismatched schedules result in an inability to meet the care delivery/staffing needs, etc. In this situation, the following method will be used to reallocate the affected staff:

- * Affected staff and the Association will be notified fourteen (14) days in advance of the reallocation.
- * A revised schedule will be developed in consultation with the affected unit staff. This schedule will be implemented thirty (30) days from the notification date unless mutually agreed by management and the majority of staff.
- * Reallocation will be achieved by the most to least senior affected staff selecting from the available shifts and hours on the new schedule.
- * Selection will be based on equivalent hours, as defined in 9.5.1.
- * Nurses who are not assigned a position of equivalent hours shall be eligible for the layoff/reassignment procedure.

8.9 Rest Between Shifts. In scheduling work assignments, the Medical Center will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. In the event a nurse is required to work with less than twelve (12) hours off duty between eight (8) and ten (10) hour shifts, or with less than 10 hours off duty following a twelve (12) hour shift, or 10 hours off duty between an eight (8) and twelve (12) hour combination shift, all time worked thereafter shall be at time and one-half (1 1/2).

This section shall not apply to standby and callback assignments of less than four (4) cumulative hours, except those hours worked immediately following a regular shift while receiving standby pay, or when there is less than twelve hours off duty because of the nurse's request. (See Section 7.3). All hours worked during periods of time for which a nurse receives standby pay are included in the "four (4) cumulative hours" referenced in the preceding sentence including hours worked immediately following a regular shift.

8.10 Flexible Scheduling (Charge Nurse/Team Leader). Flexible scheduling shall be implemented for charge nurses and team leaders to prepare patient care assignments. When approved by the manager this flexible shift may begin 15 or 30 minutes prior to their regularly designated shift time with an equal unpaid 15 or 30 minutes to be taken at the nurse's meal time; or the shift will begin and end 15 minutes prior to their regularly designated beginning and ending shift time. Any overtime which may be required and authorized because of this function shall be paid in accordance with Section 8.4 (overtime) of the employment agreement.

The Medical Center will use mandatory shift rotation only when there are no reasonable alternatives. In the event shift rotation is necessary, the Medical Center will make a good faith effort to find and schedule volunteers from the Medical Center staff. Volunteers under these circumstances would be entitled to the mandatory shift rotation premium.

If the Medical Center is unable to find volunteers, mandatory shift rotation will be assigned on an equitable basis. The nurse manager will make a good faith effort to develop the rotation schedule in consultation with the staff involved, and with no less than fourteen (14) days between each rotation, unless otherwise requested by the nurse(s) involved.

8.7.1 Nurses with ten (10) continuous years of employment at the Medical Center as a registered nurse shall not be required to rotate shifts. If there are insufficient nurses with less than ten (10) years service to accommodate the rotation need, SHMC will then notify the Local Unit Chair of the need to schedule nurses for rotation and will begin scheduling those nurses in ascending order of seniority to the extent necessary to meet the rotation need.

8.8 **Innovative Work Schedules.** At the request of the unit staff members and upon approval of the Department Manager and Conference Committee, alternative staffing schedules shall be developed and implemented with the concurrence of a majority of the nurses involved.

8.8.1 **Units Establishing 12 Hour Shifts.** Units establishing newly created 12-hour shift positions shall allow all incumbent full time nurses who convert to 12-hour shifts the option of selecting the 36-hour work schedule consisting of three (3) 12-hour shifts, or a 40-hour work schedule consisting of two (2) 12-hour and two (2) 8-hour shifts. At the manager's discretion, the 40-hour work schedule may consist of three (3) 12-hour shifts and one (1) 4-hour shift each week. The selection shall be a one time choice for full time nurses currently employed at the Medical Center on that unit and shall occur at the time the nurse accepts the 12-hour shift position. Any subsequent or future vacancy of a 12-hour position shall be filled in accordance with the needs of the Medical Center as determined by management. This section 8.8.1 does not guarantee forty (40) hours of work under times of low census, where low census days may still occur.

8.8.2 **Reversionary Rights.** Units that are initially beginning a twelve (12) hour schedule will be given a 90-day trial period to determine if the schedule works well for each nurse. At the end of the 90-day trial period an evaluation of the twelve (12) hour schedule will occur. The unit manager, in consultation with affected nurses, will determine: 1) if the twelve (12) hour schedule will continue as established, 2) if some nurses will be able to continue the twelve (12) hour schedule or, 3) if the unit will return to the schedule that was in effect prior to the trial period.

Following the ninety (90) day period, for units with the combination of eight (8) and twelve (12) hour schedules, management may revert part or all of the twelve (12) hour

The Nurse Manager, Assistant Nurse Manager or Charge Nurse is responsible to the re-allocation of clinical unit resources when possible and appropriate. If necessary the House Supervisor or other management staff will be notified regarding any other available resources to alleviate the need for overtime. If the above actions have not resolved the need, the Manager or House Supervisor will authorize the overtime.

A Staffing Analysis Form can be completed if the nurse is dissatisfied with the implementation of this article. After discussion with the appropriate Nurse Manager, the manager will document a response on the form. A copy of the complete Staffing Analysis Form will be given to the nurse who may provide a copy to the Local Unit Chairperson.

8.5 Rest and Meal Periods. Rest periods of fifteen (15) minutes for each four (4) hour work period shall be provided. A minimum of thirty (30) minutes within each shift shall be provided for a meal period on the nurse's own time, and during this meal period, nurses shall be free to leave the premises. The Medical Center shall also provide restrooms, lockers and attendant facilities. The Medical Center shall provide adequate facilities for meal breaks.

8.6 Schedule Posting. Time schedules of shifts and days off (including call schedules) for a six (6) week period will be posted four (4) weeks in advance. After posting, the schedule may be changed by the supervisor with the mutual consent of the affected nurse scheduled.

8.6.1 Shift and Day Off Scheduling. Shifts and days off shall be distributed in an equitable manner. Upon the RN's request a good faith effort will be made to schedule nurses to work consecutive days. In the event that the Hospital determines a need to alter the normal scheduling patterns (regular days on/off) on a unit and shift, it shall when deemed appropriate by management based upon the clinical needs of the unit, alter the schedules of least senior nurses first.

8.6.2 Weekend and Holiday Scheduling. Weekends and holiday work shall be distributed equitably among both full-time and part-time nurses.

8.7 Mandatory Shift Rotation. Shift rotation occurs when a nurse is assigned by management to rotate shifts. Rotation is defined as working fifty percent (50%) or more hours on a day, evening or night shift for which the nurse is not regularly scheduled. A day shift nurse is defined as one who normally works the majority of hours between 7:00 a.m. and 3:30 p.m. Evening shift is defined as one who normally works the majority of hours between 3:00 p.m. and 11:30 p.m. and night shift, the majority of hours between 11:00 p.m. and 7:30 a.m. An additional one dollar (\$1) shall be paid for each hour of mandatory rotation shift worked. Mandatory shift rotation premium does not apply to established day/night, day/evening, or any other planned rotation schedule, working double shifts, extra shifts, partial shifts, or when scheduled to come in early or leave late as planned overtime.

not permit leaving the unit. If relief is not provided, the nurse shall be compensated at the overtime rate pursuant to section 8.4 herein.

8.3 Weekends Off. The Medical Center will schedule all full-time and part-time nurses to be off at least every other weekend. In the event a full-time or part-time nurse is requested to work on his/her regularly scheduled weekend off, all hours worked will be paid at one and one-half times (1 1/2x) the nurse's regular rate of pay. This section shall not apply to part-time or full-time nurses who voluntarily request more frequent weekend duty. The weekend shall be defined for premium pay purposes for the first (day) and second (evening) shift personnel, as Saturday and/or Sunday. For third (night) shift personnel, the weekend shall be defined as Friday and/or Saturday nights. A schedule option of two weekends scheduled off out of four successive weekends may be voted on in each unit and shift by majority of vote of staff. If this schedule option is elected, all hours worked on the regularly scheduled off weekends will be paid at time and one-half (1 1/2x) the nurse's regular rate of pay.

8.4 Overtime. All work in excess of a basic work day and/or an eighty (80) hour two (2) week period must be authorized and shall be compensated for at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay, including shift differential, and weekend premium per section 7.8 herein. Overtime for the nurses working the ten (10) hour work schedule or the twelve (12) hour work schedule shall be compensated at the rate of time and one-half (1 1/2) the nurse's regular rate of pay, including shift differential, and weekend premium per section 7.8 herein, and for all time worked in excess of the ten (10) hour schedule or twelve (12) hour schedule per work day and/or forty (40) hours per week.

When a nurse who is scheduled to work an eight (8) or ten (10) hour shift works overtime, all hours beyond twelve (12) consecutive hours worked shall be paid at double time (2x). Double time (2x) will be paid to a nurse who is scheduled to work twelve (12) hours for all hours worked beyond twelve (12), provided the overtime extends at least two (2) consecutive hours beyond the end of the normal workday. Overtime for a twelve (12) hour nurse of less than two (2) hours will be paid at time and one-half (1 1/2).

Overtime shall be considered in effect if fifteen (15) minutes or more are worked beyond the scheduled shift. Overtime pay shall be calculated to the nearest fifteen (15) minutes. Overtime must be authorized and documented on the Overtime Log.

8.4.1 Overtime to be Minimized. The representatives of both the Medical Center and the nurse concur that overtime should be minimized. If overtime work is needed, the Medical Center will seek volunteers.

8.4.2 Overtime Requests. Staff nurses shall communicate their perceived need for overtime as soon as they become aware of it to their Nurse Manager, Assistant Nurse Manager or Charge Nurse.

7.7.1 Supplemental Returning to Core Position. A supplemental nurse returning to full-time or part-time status shall have access to previously frozen accrued benefits, and shall return to his/her accrual rate based on his/her years of employment as determined by anniversary/adjusted anniversary date. The seniority acquired while working in a supplemental status shall be used in determining core staff seniority for intra-unit transfer purposes.

7.8 Weekend Premium. Nurses shall receive a two dollar and fifty cents (\$2.50) per hour premium for all hours worked on any weekend, in addition to their regular rate of pay. The weekend is defined per section 8.3. The weekend premium shall not be considered a part of the RN's regular rate of pay for premium pay calculations. It shall be considered part of the nurse's regular rate of pay only when the nurse works overtime as defined in section 8.4 herein. Effective January 1, 2005, nurses shall receive a two dollar and seventy-five cents (\$2.75) per hour premium for all hours worked on any weekend, in addition to their regular rate of pay. Effective January 1, 2006, nurses shall receive a three dollar (\$3) per hour premium for all hours worked on any weekend, in addition to their regular rate of pay.

7.9 Preceptor Premium. A Registered Nurse assigned to preceptor status shall receive one dollar and twenty-five cents (\$1.25) per hour for any hours assigned and worked as a preceptor whether or not the preceptor has received preceptor training. Preceptor pay will be paid during the initial orientation period for precepting a new staff member providing direct patient care (RN, LPN, NAC, MHC) or for the cross training or specialty skill training of another staff member who is working on the preceptor's unit but who is not counted for purposes of determining staffing on that shift and for training other staff as designated by management. The orientation period in which the new staff member is "precepted" is defined as the initial designated weeks of planned and supervised learning experiences in which the new staff member is not expected to perform independently. Exact time periods in which preceptors are provided differ from unit to unit and from role to role. Orientees may have more than one preceptor during this period of their orientation to cover days off or other reasons as identified by management. When assigning responsibilities requiring the preceptor role and functions, the Medical Center will only assign a nurse who has completed preceptor training unless no preceptor trained nurse is available.

ARTICLE 8 - HOURS OF WORK

8.1 Basic Work Week. The Basic Work Week shall be forty (40) hours per week or eighty (80) hours in a two week period.

8.2 Basic Work Day. The Basic Work Day shall be eight (8) hours, consecutive, and one-half (1/2) hour lunch period on the nurse's own time. Flexible work schedules include the 12 hour work shift which consists of 12 hours of work to be completed within 12 1/2 consecutive hours or 10 hours of work to be completed within 10 1/2 consecutive hours. The nurse shall contact the supervisor prior to the meal period for relief if the nurse feels the work load would

7.2 Standby. The standby call pay shall be paid at the rate of three dollars and twenty-five cents (\$3.25) regular rate and four dollars (\$4) per hour for holidays.

7.3 Callback. Any time actually worked in callback shall be compensated at the rate of time and one-half (1-1/2) of the regular rate of the nurse concerned, including shift differential and weekend premium per section 7.8 herein, and shall be paid in addition to the regular rate for standby call.

When called back, the nurse shall receive time and one-half (1 2) for a minimum of three (3) hours for each callback. When called back and the nurse's callback does not last three (3) hours, the nurse shall not be required to remain the full three (3) hour period. If a nurse is called back to work (other than to work the nurse's normal work schedule eight (8), ten (10), or twelve (12) hours) and works more than a total of twelve (12) hours (not necessarily consecutive hours) in a 24 hour period, the hours in excess of twelve (12) will be paid at the double time rate. Once in double time pursuant to this section, the nurse shall receive double time until he/she receives ten (10) consecutive hours of uninterrupted time off, unless during the period of standby the nurse received ten (10) or more hours of uninterrupted time. "In a 24 hour period" means from the time the nurse's regular shift starts until 24 hours later. Callback pay on a holiday shall be in addition to a premium holiday pay.

7.3.1 The term callback for purposes of the three (3) hour minimum pay shall not apply when the nurse is required to stay beyond the regularly scheduled shift. Nor shall the three (3) hour minimum pay apply when the nurse is called in less than three (3) hours prior to their next scheduled shift. If called in less than three (3) hours prior to the nurse's next regularly scheduled shift, the nurse shall be paid at the callback rate for all time worked up to the time the nurse's regular shift starts.

7.4 Temporary Assignment to a Higher Position. The assignment to any higher position shall be compensated at the rate of pay of that higher position for hours worked in that role.

7.5 Certification Premium. All registered nurses certified in a specialty recognized by a national organization and working in that area of certification shall be paid a premium of eighty cents (\$.80) an hour. Such certification must be agreed upon by the Medical Center and Association.

7.6 Charge Nurse Premium. The Charge Nurse premium shall be one dollar and seventy-five cents (\$1.75) per hour. Effective January 1, 2005, the charge nurse premium shall be increased to two dollars (\$2) per hour.

7.7 Supplemental Nurse Premium. Supplemental nurses shall receive a premium equivalent to sixteen (16%) percent over the nurse's salary increment as a salary premium in lieu of Paid Time Off, Extended Illness Time and Bereavement Leave. The prorated benefit option is not available to supplemental nurses. It is in addition to the tenure raise.

Effective first payroll period beginning after January 1, 2006: Each nurse eligible for an "experience adjustment" under the above formula shall be credited with up to one (1) additional step on the wage scale.

On January 1, 2005, the Medical Center will provide the Association with a roster of all nurses entitled to receive credit under this section and the number of unrecognized full years of experience calculated for each.

If there is not agreement regarding where the nurse should be placed on the step scale, the nurse may submit a written statement detailing the nurse's concern. A representative from Human Resources will research the concern using the above criteria and the information in the nurse's personnel file including hire-in date, and the Association contract. Results of the Medical Center review will be made in writing to the nurse within fifteen (15) days. Any adjustments made as a result of this process will be credited retroactive to the date all adjustments were originally made.

If the nurse has a dispute with the results of the "experience adjustment", the nurse may challenge the Medical Center's decision through the grievance procedure contained in Article 15. All challenges will be consolidated into one grievance.

6.4 Part-Time Nurse Salary Option. Part-time nurses may elect a salary premium of twelve percent (12%) over the nurse's salary increment in lieu of Paid Time Off, Extended Illness Time and Bereavement Leave, or sixteen percent (16%) over the nurse's salary increment in lieu of Paid Time Off, Extended Illness Time, Bereavement Leave and insurance benefits. The election for either option must take place within ten (10) working days after the date of employment. The nurse may change to the other option once a year on the anniversary date of when the nurse changes status, and such election must be made one complete pay period prior to his/her anniversary or change of status date.

6.4.1 Part-Time Registered Nurse. The Medical Center shall continue its current practice of seeking mutual agreement prior to scheduling extra hours of work.

ARTICLE 7 - PREMIUM PAY

7.1 Shift Differential. For evening duty (3-11) the premium shall be two dollars (\$2) per hour and for night duty (11-7) premium shall be three dollars (\$3) per hour over the nurse's salary.

7.1.1 Nurses shall be paid shift differential for hours worked if fifty percent (50%) or more of those hours are worked on the designated evening or night shift. The rate of pay shall be the higher differential rate when 50% or more of the hours falls within that rate. In determining the shift differential rate overtime hours shall not be considered.

LPN and OR Techs employed at Sacred Heart Medical Center who transfer into an RN position will be placed on the RN salary step that does not result in a decrease in their current LPN/OR Tech base hourly wage. LPNs and OR Techs would remain at that rate until their years of service as an RN are equal to or greater than the wage at which they were hired.

6.2.1 Recent Continuous Experience Definition. For purposes of this section, recent continuous experience will be defined as nursing experience without a break which reduced the level of nursing skills. A break in nursing experience will be defined as thirty-six (36) consecutive months without practicing nursing in a health care setting. "Practicing nursing in a health care setting" will be defined as direct patient care or specialized experience related to the department for which employed.

6.2.2 Break in Nursing Experience. There is a break in nursing experience if the nurse did not practice nursing in a health care setting for a period of at least (36) consecutive months. Nursing experience prior to a break in experience of 36 consecutive months will be considered on an individual basis by Nursing Administration.

6.2.3 Equivalency of Prior Experience. The Medical Center reserves the right to not give credit for prior experience where there is a question as to the equivalency of the prior experience, until after completion of the probationary period. If it is determined to give credit for prior experience, the pay increase will be retroactive to date of hire.

6.3 Additional Recognition For Experience - Current Employees: The Medical Center will audit the personnel files of each RN hired prior to January 1, 2001. The audit will be limited to the employee's employment application and/or resume and related materials. Incomplete applications or materials not contained in the personnel file will not be considered except at management's sole discretion.

The Medical Center will use the following formula to evaluate additional recognition for recent continuous nursing experience (as outlined in Article 6.2.1):

$$\begin{aligned} & \text{Total years of prior RN experience (eg. RN experience prior to SHMC)} \\ - & \text{Years of experience credited at date of hire} \\ = & \text{(number of unrecognized full years of experience)} \end{aligned}$$

Note: Partial years of service shall not be recognized for purposes of this formula.

If, as a result of the above formula an RN was given less than full credit for past experience, additional recognition for past experience will be given as provided below; however, in no event shall a nurse receive more than a maximum of two (2) steps of additional credit.

Effective first payroll period beginning after January 1, 2005: Each nurse eligible for an "experience adjustment" under the above formula shall be credited with up to one (1) additional step on the wage scale.

10 years	29.60	30.78	31.70
12 years	30.36	31.57	32.52
14 years	31.14	32.39	33.36
16 years	32.00	33.28	34.28
18 years	32.54	33.84	34.86
20 years	33.31	34.64	35.68
22 years	34.08	35.44	36.50
24 years	34.87	36.26	37.35
26 years	35.67	37.10	38.21
28 years	36.49	37.95	39.09
30 years	-	-	39.97

6.1.1 Effective Date of Increases. Wage rates and any other increases set forth in this agreement shall become effective the first full pay roll period on or after the date designated.

6.1.2 Tenure Raise Effective Dates. All tenure raises will become effective at the beginning of the closest pay period to the actual anniversary/tenure date. If that date falls in the first week of the pay period, the raise becomes effective with the beginning of that pay period. If that date falls in the second week of a pay period, the raise becomes effective at the beginning of the pay period following that date. Nursing Managers will endeavor to complete evaluations within three payroll periods of the nurse's tenure date. An overall "meets standards" performance evaluation is necessary to secure a tenure raise (See Section 9.6.3). A change in classification status does not alter a nurse's anniversary date or tenure date for purposes of accrual of benefits or placement in the salary schedule.

6.2 Recognition of Experience. Nurses hired during the life of this Agreement shall be placed on the salary schedule as follows:

Nurses hired with at least two (2) years of recent continuous nursing experience applicable to the specialty for which they are hired will be placed at the actual year of experience on the wage scale.

Nurses hired without equivalent recent experience applicable to that specialty will be placed two (2) steps below the actual years of nursing experience.

Nurses employed at SHMC on the ratification date of this Agreement who leave the hospital during the term of this Agreement and are subsequently rehired during the term of this Agreement are not eligible for recognition of experience under this section, but on rehire shall retain the last position they held on the salary schedule.

shift). Such activity shall not interfere with nor take precedence over the requirements of patient care.

When management and the association mutually agree to the attendance of the Local Unit Officers for joint projects such as, but not limited, restructuring projects and layoff meetings, up to two (2) Local Unit Officers or designees shall be paid at their straight time rate of pay for such attendance. Meetings associated with negotiations, grievances, investigatory meetings and any other labor relations matters will not be compensated. If a nurse is on duty at the time and attends a standing committee meeting set forth in this agreement, his/her time will be compensated at straight time rate of pay.

5.8.1 The Association agrees to provide the Medical Center with a list of unit representatives and officers, and to maintain this list in current status.

5.9 **Access to Premises.** The Medical Center agrees that an authorized Association representative shall have reasonable access to areas open to the general public for the purpose of investigating grievances and contract compliance, provided that the Association representative first notifies the Director of personnel or designee as to which area he/she wishes to visit and the purpose of the visit. Such visitation shall be conducted in a manner which will not be disruptive to the operation of the Medical Center or patient care. The parties agree that Association business shall be conducted during non-working time (e.g., coffee breaks, lunch periods and before and after shift). The Association representative shall notify the Director of Personnel or designee upon leaving the premises.

ARTICLE 6 - WAGES

6.1 **Wages.** Wage adjustments shall become effective the first full pay period on or after the date designated herein. The wage rates shall be as follows:

<u>Staff Nurse</u>	<u>March 21, 2004</u>	<u>January 1, 2005</u>	<u>January 1, 2006</u>
Base Rate	20.76	21.59	22.24
1 year	21.43	22.29	22.96
2 years	22.35	23.24	23.94
3 years	23.27	24.20	24.93
4 years	24.14	25.11	25.86
5 years	25.05	26.05	26.83
6 years	25.91	26.95	27.76
7 years	26.75	27.82	28.65
8 years	27.71	28.82	29.68
9 years	28.59	29.73	30.62

the Association by check payable to its order. Upon issuance and transmission of a check to the Association, the Medical Center's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center by or on account of any deduction made from the wages of such nurse.

5.4 Bulletin Board. A bulletin board in a prominent location on the Main Floor, L-1, and L-3 shall be designated for the use of the Local Unit. The bulletin board shall be used for posting of local unit meeting announcements, and educational activities and materials pertaining to the professional practice of nursing. Other material may be posted with the concurrence of the Chief Operating Officer. The Association will be permitted to post local unit meeting notices on nursing unit lounge/report room bulletin boards (such notices not to exceed 8 x 11 inches in size).

5.5 Contract Distribution. The Association will distribute copies of the Agreement to all nurses presently employed and to all nurses hired during the term of this Agreement. Such distribution shall occur during non-working time. Parties agree to share the costs of printing contracts.

5.6 Meeting Facilities. The Association will be permitted to use the Medical Center facilities for meetings of the Local Unit for professional purposes, with or without Association staff present, provided the space is available.

The Association may utilize the Medical Center facilities for meetings of the Association's representatives to the SHMC/WSNA Joint Conference Committee for the purpose of preparing for the Joint Conference Committee meetings. The use of the meeting room is restricted to the Joint Conference Committee members for the purpose of the committee activities and will be made available once per month.

5.7 New Hires. The Local Unit will be permitted the use of Medical Center facilities to videotape and show a presentation to all newly employed RN's in the bargaining unit. Those newly hired RN's will attend a presentation by a designated Local Unit Representative as a regularly scheduled part of their orientation. Such presentations will be on the representative's non-paid time. Non-paid time will include lunch breaks, provided that such attendance by the representative does not jeopardize patient care on a given unit. The length of the presentation will not exceed thirty (30) minutes.

5.8 Local Unit Officers. The local unit shall have the right to select Local Unit Officers (including a Local Unit Chairperson) from among nurses in the bargaining unit. Association business performed by the local unit officers, including the investigating of grievances, will be conducted during nonworking hours (e.g., coffee breaks, lunch periods, and before and after

5.1 Membership. Current Employees: All nurses covered by this Agreement, who were hired on or before May 4, 2004, and are members of the Association or in the future voluntarily become members of the Association shall, as a condition of employment thereafter, remain members in good standing for the duration of this Agreement. "In good standing," for the purposes of this Agreement, is defined as the tendering of Association dues or a fair share/representation fee on a timely basis.

New Hires: It shall be a condition of employment that all nurses covered by this Agreement who are hired after May 4, 2004, shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Association.

Nurses who fail to comply with this membership requirement shall be discharged by the Medical Center within thirty (30) calendar days after receiving written notice from the Association, unless the nurse fulfills the membership obligation set forth in this Agreement. Association membership applications and payroll authorization will be distributed to each new nurse. The Medical Center will notify nurses of the membership requirement at time of hire.

5.1.1 Any employee who is a member of and adheres to established and traditional tenets of a bona fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. In the alternative, the nurse will be required to pay a monthly amount equal to the Association membership fee to a non-religious charitable organization.

5.1.2 Hold Harmless. The Association will indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center for or on account of any action taken by the Medical Center to terminate an employee's employment in accordance with this Article.

5.2 Rosters. The Medical Center shall supply to the Association annually, a roster of all nurses covered by this Agreement. On a monthly basis, a list of additions, corrections and deletions to this list will be supplied to the Association and the Local Unit Chairperson. The annual roster and monthly additions list shall provide names, addresses, rates of pay, classification, date of employment, telephone numbers, social security numbers, unit and budgeted hours. The Association will maintain the confidentiality of this information provided. The Association hereby indemnifies and agrees to hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Medical Center as a result of the release of this information to the Association.

5.3 Payroll Deduction of Dues. During the term of this Agreement, the Medical Center shall deduct dues from the pay of each member of the Association who voluntarily executes a wage assignment authorization form. When filed with the Medical Center, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to

benefits which include EIT and PTO accrual, education leave and bereavement leave, and will be considered full time for purposes of 8.12 herein.

4.5 **Part-Time Nurse.** A Registered Nurse who is employed in a budgeted position for less than forty (40) hours per week or eighty (80) hours per pay period.

4.6 **Supplemental Nurse.** A Registered Nurse who is available to work on a non-regularly scheduled basis according to the Supplemental Staff Schedule Option.

4.7 **Anniversary Date.** A nurse's most recent date of hire.

4.8 **Adjusted Anniversary Date.** When a nurse is rehired within one (1) year, their anniversary date is moved forward by the amount of time equivalent to the break in the nurse's continuous service.

4.9 **Tenure Date.** The date of hire as a nurse in the bargaining unit. This date is adjusted to account for time spent in positions at SHMC outside the bargaining unit.

4.10 **Tenure.** Tenure is measured by the total number of years or fractional parts of a year employed as a nurse in the bargaining unit.

4.11 **Seniority.** Seniority is measured by the total number of hours employed as a nurse in the bargaining unit, including overtime hours (but not the premium hours portion of overtime), PTO EIT, Bereavement Leave and Low census hours.

4.12 **Core Staff.** A core staff nurse is a full time or part time staff nurse assigned to and scheduled on a designated nursing unit or designated float group (I, II, III, IV) for a minimum of three months, and who has attained regular status.

4.13 **Regular Status.** Regular status is defined as any nurse who has satisfactorily completed the three (3) months probationary period per section 9.1 herein.

4.14 **RN Preceptor.** An RN Staff Nurse who is assigned and has successfully completed the SHMC preceptor training program or performs the role of preceptor as described in the Sacred Heart Medical Center "Preceptor Training Program".

4.15 **Team Leader.** A nurse shall be deemed team leader when the nurse, while not acting as charge nurse, is assigned the primary delegation responsibilities for a group of staff taking care of a specific group of patients on a unit and shift.

ARTICLE 5 - ASSOCIATION MEMBERSHIP

occupational qualification. Sacred Heart Medical Center shall, notwithstanding any other provisions of this agreement, take all actions necessary to comply with the Americans with Disabilities Act.

ARTICLE 4 - DEFINITIONS

4.1 General Duty Staff Nurse. The term "general duty nurse" applies to registered professional nurses employed by the Medical Center who are responsible for the direct and/or indirect total nursing care of the patient.

4.2 Charge Nurse. A Registered Nurse who is assigned the responsibility by the nurse manager or other supervisor for an organized unit for a limited time only, such as an eight hour period. RNs may volunteer or be assigned to Charge Nurse orientation. Scheduling of the charge nurse assignments shall be rotated among core staff who are oriented to that role. Charge schedule rotation will be frequent enough to offer the nurses the opportunity to maintain competency as well as balance the consistency needs of the unit. When more than one unit is combined due to low census, the assigned charge nurse from the closing unit shall receive charge pay for that shift and for the sixteen (16) hours prior to re-opening the closed unit.

4.3 Resident Nurse. A Registered Nurse with less than six (6) months nursing experience; or a Registered Nurse who has not practiced nursing in an acute care general hospital or an equivalent type clinical nurse practice setting such as a sub-acute unit in an Extended Care Facility; or who does not otherwise meet the qualifications of an acute care general duty staff nurse. The resident nurse will provide nursing care to patients under the direct supervision of a team leader; the Assistant Nurse Manager, charge nurse, and/or preceptor. A resident nurse shall be assured a planned training program under close and direct supervision that will enable the nurse to assume increasing responsibility. Close and direct supervision shall be defined as working in conjunction with other Registered Nurses. Resident nurses shall not be assigned charge nurse functions except for purposes of an observation experience with the Assistant Nurse Manager or assigned charge nurse. Promotion will be made to general duty staff nurse when the resident nurse meets the criteria established by the Department Manager, however this should occur no sooner than three (3) continuous months (unless mutually agreed upon in writing by the nurse and nurse manager) and no later than six (6) continuous months from date of hire. This time period may be extended for an additional three (3) months when mutually agreed to between the Department Manager and the nurse involved. In such cases, promotion to general duty staff nurse will occur at the beginning of the pay period following completion of the residency program.

4.4 Full-Time Nurse. A nurse who is employed in a budgeted position of forty (40) hours per week or eighty (80) hours in a fourteen (14) day period or a nurse who is employed in a budgeted position of three twelve (12) hour shifts per week (36 hours) shall accrue full-time

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2004 - 2006

COLLECTIVE BARGAINING AGREEMENT

By and Between

SACRED HEART MEDICAL CENTER
Spokane, Washington

and

WASHINGTON STATE NURSES ASSOCIATION

May 4, 2004 - December 31, 2006

This Agreement is made and entered into by and between Sacred Heart Medical Center, Spokane, Washington, hereinafter referred to as the "Medical Center" and the nurses employed by the above named Medical Center represented by the Washington state nurses association, which shall be referred to herein as the "Association".

ARTICLE 1 - PURPOSE

The main purpose of this Agreement is to facilitate the achievement of the mutual goal of providing improved patient care by fostering and establishing (a) equitable employment conditions, (b) an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems, and (c) mutual respect, trust and professionalism that encourages open communication and allows for patient advocacy and promotion of quality patient care with the support of management.

ARTICLE 2 - RECOGNITION

The Medical Center recognizes the Washington State Nurses Association as the representative for all Registered Nurses employed in the Medical Center as general duty staff nurses, charge nurses, supplemental nurses and resident nurses for the purpose of discussions and agreement with respect to rates of pay, hours of work and working conditions.

ARTICLE 3 - EQUAL OPPORTUNITY EMPLOYMENT

Except as permitted by law, the Medical Center and the Association agree there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, age, marital status or handicap unless any one of the foregoing factors constitutes a bona fide

Routine oral examination and prophylaxis: Benefits will be payable for not more than two (2) visits per calendar year.

A series (2) of bitewing X-rays will be payable not more than once per calendar year and none in the year that a full mouth series is taken.

RiderAdditional Basic Benefitsthis Rider provides 50% coverage for additional basic benefits, including inlays, on-lays and crowns when not part of a bridge, space maintainers, oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cysts and abscesses, surgical extractions and impaction and apicoectomies.

Services not scheduled above are excluded.

LG11 Equipment Mechanic
LG11 Glazier
LG11 Locksmith
LG11 Mason
LG11 Oil Burner Mechanic
LG11 Painter
LG11 Plumber
LG11 Refrigeration Mechanic
LG11 Roofer
LG11 Sheetmetal Mechanic

Traffic, Receiving & Stores

LG8 Truck Drivers Assistant
LG10 Truck Driver

Utilities

LG5 Utility Worker B
LG11 Power Plant Controls Mechanic
LG11 Power Plant Controls Mechanic/
Mechanic
LG11 Power Plant Mechanic
LG11 Oiler
LG11 Utility/Oiler
LG11 Watch Engineer

APPENDIX

Schedule of Dental Benefits

For dental care provided by a Participating Dentist, the Plan will pay 100% of the dentist's usual, customary, and reasonable charge for listed benefits A. through D. and 80% for E. through I shown below. You, the subscriber, pay the difference.

- A. Oral examination, including treatment plan, if necessary (See note below.)
- B. Periapical and bitewing X-rays as required (See note below.)
- C. Topical fluoride application for members under age 19.
- D. Prophylaxis, including cleaning, scaling, and polishing.
- E. Repair of Dentures.
- F. Palliative emergency treatment as needed.
- G. Fillings consisting of silver amalgam and tooth color synthetic restorations, including stainless steel crown. (Primary teeth: Payment for inlays and crowns are limited to the amount payable for fillings.)
- H. Simple extractions. (Payment for surgical extraction of teeth is limited to the amount payable for simple extractions.)
- I. Endodontics, including pulpotomy, direct pulp capping, and extirpation of pulp and filling of root canals (excluding restoration).

Note: Oral examinations, diagnosis, and full mouth series of X-rays: Benefits will be payable not more than once in any three (3) consecutive calendar years.

LG6 Head General Services Assistant
LG6 Head Pantry Worker
LG9 Garde Mangr
LG9 Third Cook
LG10 Baker
LG10 Delivery Truck Driver
LG10 Second Cook
LG11 Chef
LG11 First Cook
LG11 Head Baker
LG11 Head Meat Cutter

Fire Marshall

LG6 Alternate Work
Deputy Fire Inspector
LG6 Deputy Fire Inspector
LG11 Fire Control Mechanic
LG11 Fire Inspector

Grounds Maintenance

LG1 Grounds Student
LG3 Groundskeeper
LG4 Groundskeeper
LG5 Groundskeeper
LG8 Grounds Maintenance
Mechanics Helper
LG8 Sr. Groundskeeper A
LG8 Sanitation Worker
LG8 Gardener
LG10 Gardener
LG10 Sanitation Truck Driver
LG11 Grounds Maintenance Mechanic
LG11 Master Gardener
LG11 Master Grounds Maintenance
Mechanic

Physical Plant

LG5 Alternate Work/Maintenance.
LG6 Light Truck Driver
LG6 Mechanic's Helper
LG8 Electrical Assistant
LG9 Building Attendant
LG11 Carpenter
LG11 Controls Mechanic
LG11 Electrician
LG11 Electrician/High Voltage Mechanic

10	19.49	20.17	20.78	21.40	21.83	22.26	22.71	23.15	23.62	24.08	24.56	25.04
11	22.30	23.08	23.77	24.48	24.97	25.46	25.97	26.48	27.01	27.54	28.09	28.64

Premiums

License	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Lead	0.45	0.80	0.82	0.85	0.87	0.88	0.90	0.92	0.94	0.95	0.97	0.99
Saturday	0.50	0.80	0.82	0.85	0.87	0.88	0.90	0.92	0.94	0.95	0.97	0.99
Sunday	0.55	0.80	0.82	0.85	0.87	0.88	0.90	0.92	0.94	0.95	0.97	0.99
Night	0.50	0.80	0.82	0.85	0.87	0.88	0.90	0.92	0.94	0.95	0.97	0.99
Rotating	1.20	1.60	1.65	1.70	1.73	1.77	1.80	1.84	1.87	1.91	1.95	1.99
Watch En	na	1.20	1.24	1.27	1.30	1.32	1.35	1.38	1.40	1.43	1.46	1.49
Trades	na	0.50	0.52	1.05	1.07	1.09	1.11	1.14	1.16	1.18	1.20	1.23
5 years	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40

Sanitation Drivers, Delivery Driver, Truck Drivers and Furniture & Equipment

Movers (Med), = LG 10 plus \$0.16.

Building Attendants hired Jan.24, 1988 or earlier - LG9 plus \$1.13.

Campus Mail

LG8 Mail Clerk/Carrier

Custodial Services

LG2 Light Custodian

LG6 Senior Custodian

LG7 Furniture Mover

LG10 Furniture and Equipment Mover

Dining Services

LG1 General Worker

LG1 Special Function Worker

LG2 Function Bartender

LG2 Specialty Retail Worker

LG3 Catering Services Assistant Rounds

LG3 Desk Attendant

LG3 Dining Hall Rounds

LG3 General Services Assistant

LG3 Pantry Worker

LG3 Pantry Worker/Desk Attendant

LG3 Waiter/Waitress

LG4 Display Cook

LG5 Bake Shop Helper

LG5 Cook's Helper 1

LG5 Catering Service Attendant Rounds

LG5 Grill Worker

LG6 Cook's Helper 2

the basis of operational need.

Side Letter

After the newly created rounds positions are added to the total employee count in Dining Services the University will use approximately the same ratio of PWs, DA/PWs and DAs collectively in the Residential College Dining Services units with respect to the total Residential College Dining Services staffing in LG 3 positions in these units. However, while no significant or dramatic change will occur in the ratio, the University retains the right to staff individual units on the basis of operational need.

Side Letter

The University will amend and modify any flex dollar board plan that results in more than 20% of the undergraduate board charge being spent outside of the food service system in order not to exceed the 20% limit.

Side Letter

Applicants for the Trades Helper Externship Apprentice and the Dining Services-Culinary Apprentice programs are strongly encouraged to read the program details as outlined in the Memorandum of Agreement between the Union and the University dated September 22, 2003. Copies of this memorandum and the program details can be obtained from the Union office, the Human Resource office at 155 Whitney Ave., and on their respective web sites. In addition to reading the program details, no one will be accepted to either program until both the Union and the University have briefed them. This briefing in the form of an informational session will go over the program specifics and the impact participation may have on certain benefits including pension.

Exhibit A Job Rates

135 base hourly rate chart

Year	Sep-03	Jan-04	Jan-05	Jan-06	Jul-06	Jan-07	Jul-07	Jan-08	Jul-08	Jan-09	Jul-09	
Grade	1	2	3	4	5	5	6	6	7	7	8	8
1	11.60	12.01	12.37	12.74	13.00	13.25	13.52	13.78	14.06	14.33	14.62	14.90
2	12.88	13.33	13.73	14.14	14.43	14.71	15.01	15.30	15.61	15.91	16.23	16.55
3	13.21	13.67	14.08	14.50	14.79	15.08	15.38	15.68	16.00	16.31	16.64	16.96
4	13.57	14.04	14.46	14.89	15.19	15.49	15.80	16.11	16.43	16.75	17.09	17.42
5	14.31	14.81	15.25	15.71	16.03	16.34	16.67	16.99	17.33	17.67	18.03	18.38
6	15.31	15.85	16.33	16.82	17.16	17.49	17.84	18.19	18.56	18.92	19.30	19.68
7	15.86	16.42	16.91	17.42	17.77	18.12	18.48	18.84	19.22	19.59	19.98	20.37
8	16.97	17.56	18.09	18.63	19.01	19.38	19.77	20.16	20.57	20.97	21.39	21.81
9	17.61	18.23	18.78	19.34	19.73	20.11	20.51	20.91	21.33	21.75	22.19	22.62

multipliers shown in Article XX, Section 20.9A.1., multiplied by the number of years of continuous service as of the date of disability, reduced by periodic payments under Worker's Compensation laws. In all types of retirement, years of continuous service shall include periods of leave of absence ranging from thirty (30) days to not more than one (1) year, periods of absence of less than thirty (30) days duration whether paid for or not, and short-term periods paid for but not worked under the provision of the Agreement covering Holidays, Vacation, Sick Leave, Death in Family, Jury Duty, and Military Duty. "Highest Base Annual Earnings Rate" shall be the employee's highest normal regular hourly rate during his or her last five (5) years of employment multiplied by his or her maximum regularly scheduled hours of work per year, including hours paid for but not worked, during his or her last five (5) years of employment.

Very truly yours,

Brian J. Tunney
Director of Labor Relations

Mr. Michael Boyle January 21, 1996
Chief Negotiator
Local 35, F.U.E., AFL-CIO

Letter of Agreement (not a side letter)

The parties agree on the following "grandfather" rights for employees working in Alternative Work prior to January 17, 1988:

- a. All trial periods described in Article XXIII shall be deemed met if the employee has previously worked at least the required number of working days in that type of work in the Alternative Work program.
- b. If and to the extent that the University continues to include trades assistant work in the Alternative Work program, employees who previously worked in those positions shall have the opportunity to continue in their previous work (in order of seniority if fewer positions exist than previously), if they performed the work satisfactorily.
- c. If, pursuant to paragraph b. above, an employee whose regular job is below Labor Grade 9 who has previously worked as a trades assistant chooses to continue in such available work, such employee shall be paid for all Alternative Work periods at Labor Grade 9.

Side Letter

In regard to the proportion of Light Custodian and Custodian positions, the University will maintain 1080 weekly hours of regularly scheduled Light Custodian hours in the Central/Science areas and 360 regularly scheduled weekly hours in the School of Medicine Area. The University retains the right to staff building crews on

subject matter.

The University reserves the right to employ Yale students in bargaining unit jobs, subject only to the provisions of the Agreement, and to the limitations enumerated and set forth below:

- 1 . A Yale student may not be regularly scheduled for more than 20 hours per week in a bargaining unit job.
- 2 . A Yale student may be employed only in a vacant bargaining unit job (after it has been posted, except for entry level jobs) in Labor Grades 1 through 3.
- 3 . A Yale student may be employed in the job of Function Bartender.
- 4 . Yale students employed in bargaining unit jobs will not continue to work in such jobs during a strike by the Union.
- 5 . Regular employees (other than Yale students) shall have the right to displace Yale students in lieu of layoff in accordance with Section 18.3B. to the extent required to provide them with as close as possible to the same number of hours of work as they were scheduled to perform prior to the layoff as provided by Arbitrator Rubin's Award of 1/27/76.

Very truly yours,

Brian J. Tunney
Director of Labor Relations

YALE UNIVERSITY	LABOR RELATIONS DEPARTMENT
Mr. Michael Boyle	June 15, 1974
Chief Negotiator	December 20, 1977
Local 35, F.U.E., AFL-CIO	May 1, 1980
	January 17, 1982
	January 19, 1985
	January 18, 1988
	January 19, 1992
	January 21, 1996
	January 20, 2002 [Renewed]

Dear Mr. Boyle:

This letter will explain how the University shall continue to administer the Yale Staff Retirement Plan during the term of this Agreement.

With respect to disability retirement, an employee with ten (10) years of continuous service who has been certified as totally disabled under the federal Social Security Act shall be entitled to pension benefits calculated as if he or she had retired normally as of the date of his or her total disability, less any payments under the Workers' Compensation laws. Thus the monthly disability benefit shall be 1/12th of the employee's highest base annual earning rate multiplied by the schedule of

Either party is privileged to request the modification or termination of this Agreement as of January 20, 2010, or on any January 20 thereafter. Should either Party desire to exercise this privilege, it shall give the other Party written notice not less than forty-five (45) days prior to the January 20 in question. The Parties agree to meet within fifteen (15) days after the date of receipt of such notice to consider proposed modification of this Agreement or the making of a new Agreement. In witness whereof, the Parties hereto have caused these presents to be duly executed this twenty-second day of September 2003.

YALE UNIVERSITY LOCAL 35, FEDERATION
OF UNIVERSITY EMPLOYEES

Brian Tunney	Robert Proto
John Bollier	Ron Altieri
Claire Brennan	Frank Anderson
Jonathan Clune	Michael Boyd
Santo Galatioto	Michael Boyle
James Juhas	Clarence Cummings
Jed Shivers	Cheryl Hall-Dinello
Diane Turner	Craig Green
Eric Uscinski	Virginia Henry
Mary Varga	Cielo Lizasuaín
	Pat Marchitto
	John Martin
	Margret Riccio
	Michael Santarcangelo
	Michael Schoen
	Philip Voight
	David White
	Mark Wilson

YALE UNIVERSITY	LABOR RELATIONS DEPARTMENT
Mr. Michael Boyle	November 15, 1974
Chief Negotiator	December 20, 1977
Local 35, F.U.E., AFL-CIO	May 1, 1980
	January 17, 1982
	January 19, 1985
	January 18, 1988
	January 19, 1992
	January 21, 1996
	January 20, 2002 [Revised and renewed]

Re: Employment of Yale Students in Bargaining Unit Jobs

Dear Mr. Boyle:

This letter sets forth the agreement of the Parties concerning the above referenced

a 52 consecutive week period, the individual shall become a permanent Section 1.2B. employee and shall be entitled to the rights of such employees. Should such a casual be offered a permanent assignment and refuse such an assignment, the employee shall revert to a zero balance as a probationary casual.

Section 30.7

Nondiscrimination

The provisions of Article XXVII of this Agreement are specifically incorporated by reference into this Article XXX.

Section 30.8

Preservation of Salary Rates for Current Casuals

Notwithstanding any contrary provisions of this Article XXX, casual employees who were employed as of September 8, 1996 shall not suffer a reduction in hourly rate as a result of this article.

Section 30.9

Representation of Casuals

In consideration of the inclusion of this Article XXX in this Agreement, the Parties agree with reference to Case No. 34-RC-1376 pending before the National Labor Relations Board, that the Union shall withdraw its petition in that matter, the University shall withdraw its objections to said election, all with prejudice.

ARTICLE XXXI

Dining Services

Retail Worker positions will not be introduced in any residential college dining-hall, in the HGS dining hall, or in the board plan portion of Commons. Such Retail Workers will also be used to staff new cash operations or expanded hours of operation as well as sandwich, pastry or coffee carts in any locations. All replacement positions for vacated LG3 positions in units other than described in the prior sentence will be Retail Worker positions.

ARTICLE XXXII

Entire agreement

The Parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours of work, and other working conditions of employment of the employees covered which are to govern during the term of this Agreement, and that obligations not expressly provided for in this Agreement need not be assumed by either Party and no other terms or conditions shall be added to or subtracted from this Agreement during its term, by arbitration or otherwise.

ARTICLE XXXIII

Duration of agreement

Section 33.1

This agreement shall remain in effect until 12:01 am, January 20, 2010 and from year to year thereafter unless modified or terminated in accordance with the provisions of Section 33.2 of this Article.

offered to a Dining Services casual employee(s) through an assignment system in which work may be offered to any of the three (3) most senior available qualified casuals in each work unit, except in Commons where the work shall be offered to the eight (8) most senior available, qualified casuals, provided that opportunities will be at least eighty-five percent (85%) equalized each quarter among the three (3) (or eight (8), as applicable) most senior casuals in each unit. In work units where use of casuals is minimal, the University need not maintain an offering list of three (3) casuals. All casual work by an employee in any dining hall unit counts toward the 390 and 780-hour thresholds.

At the University's discretion, a separate list of banquet servers may be maintained. The Seniority ranking for the banquet servers unit will be based on date of hire, not on hours worked. Banquet servers who work less than 100 hours per calendar year will drop back to zero (0) hours at the beginning of the next year.

C. In the Central/Science Custodial Department, opportunities for work once extra straight time opportunities for regular employees have been exhausted shall be offered to Central/Science Custodial casual employees in each of three zones through an assignment system in which work may be offered to any of the ten (10) most senior available, qualified casuals in each zone, provided that opportunities will be at least 85% equalized among them each quarter.

D. The parties shall meet every three months beginning May 1, 1997 to review the progress of the casual offering systems. In the event that the eight (8) person equalization system in Commons or the ten (10) person equalization system in the Custodial zones dilutes the opportunities for the employees in a zone to achieve sufficient hours to become permanent employees, the University in its discretion shall either lower the number of employees on the list for Commons or for that zone or adopt a tiered equalization system to ensure that casual employees progress. However, in no case will the University be obliged to reduce the number of employees on the list or the number of employees in the top tier of a tiered system to less than three.

E. Notwithstanding A., B. and C. above, casual employees who are bargaining unit retirees of a department may be assigned schedules that yield a salary below the threshold for Social Security benefit reduction before work is offered to other casual employees.

Section 30.5

Grievance and Arbitration Rights

Casual employees who have achieved post-probationary status shall be entitled to grieve alleged violations of their rights as set forth in Section 3 and Section 4 of this Article by utilizing the provisions of Articles XV (Grievance Procedure) and XVI (Arbitration), provided, however, the sole remedy in the event of a violation of Section 4 hereof shall be prospective, namely the extension of an employee's 52 consecutive week period needed to reach 780 hours. The Union may also file a grievance regarding alleged violations of section 4 on behalf of any probationary or post-probationary employee.

Section 30.6

Rights of casuals with 780 hours in a particular department

Once a casual has worked a minimum of 780 hours in a particular department within

percentage of probationary casual employees who are terminated between 346 and 390 hours is 10% greater than the percentage of probationary casual employees terminated between 300 and 345 hours during a calendar year. If the arbitrator finds a violation of this section, the remedy shall be to cease and desist from such pattern and practice, and shall be prospective only.

Section 30.3

The Rights of Post-Probationary Casuals

A. Post-probationary casuals shall be subject to discipline and discharge for just cause. A casual who is offered and refuses four (4) consecutive work opportunities shall be deemed to have voluntarily resigned his/her position.

B. Post-probationary casuals may bid on temporary and permanent job vacancies in accordance with the provisions of section 10.1b.

C. Once an individual completes 390 hours in a particular department and assumes the status of a post-probationary casual, the individual's rate of pay shall be increased by \$0.50, and it shall thereafter increase to the base rate of the assigned job at 780 hours.

D. Post-probationary casual employees who expect to be absent from work for more than thirty (30) consecutive calendar days for good cause may be granted, upon proper application in writing on a form to be provided by the University for that purpose, a leave of absence of not more than one (1) year in total duration. An employee who returns from such a leave will be offered available work in the Department in which the employee achieved post-probationary status, after other post-probationary employees in that department have been offered work. A post-probationary casual employee who returns from such a leave shall not suffer a reduction in his/her hourly rate. Post-probationary casual employees who leave University employment for one (1) year or more and are re-employed will return to probationary casual status at the rate of pay applicable to probationary casual employees.

Section 30.4

Assignment of Work

After exhausting extra straight time opportunities offered to permanent Section 1.2A. and 1.2B. employees where appropriate and in consideration of the University's rights to subcontract as elsewhere provided in the contract, the University retains the sole right to determine the amount of work that will be offered to casuals. The following are the conditions under which the University will assign work to casuals once management has decided to use them. The goal of these offering systems is to allow that, given the number of hours of work that Yale makes available, senior casual employees progress toward meeting the thresholds for achieving Section 1.2B. permanent employee status.

A. Except as otherwise agreed, casuals will be offered the first opportunity for work in their unit once extra straight time opportunities for regular employees have been exhausted, and before casuals in other units are offered available work. Work assignments shall be offered in seniority order to qualified casuals in the unit absent unusual circumstances.

B. In Dining Services, absent unusual circumstances, opportunities for work, once extra straight time opportunities for regular employees have been exhausted, shall be

this Article.

Section 29.14

The provisions herein shall apply for three (3) years subsequent to ratification of the agreement, at which time both labor and management shall assess the results of the projects and may choose, by mutual agreement, to continue and/or expand the program.

Section 29.15

All of the structures described above can be changed at any time by mutual agreement. The University and the Unions recognize that there is high likelihood that changes will need to be made over time and that not all projects or departmental committees will be totally successful immediately.

Section 29.16

Since the purpose and intent of this Article is to foster voluntary labor-management cooperation, this Article shall not be subject to the grievance and arbitration provisions of either the Local 34 or Local 35 Agreement, nor shall any of the provisions of this Article be construed to interfere with or modify in any way the terms of Article XXII in the Local 35 Agreement.

ARTICLE XXX

Casual employees

A casual employee is an individual employed by Yale performing Local 35 bargaining unit work on an irregular basis. The Union shall represent all such casual employees for purposes of collective bargaining, and they shall have only the rights specifically set forth in this Article.

Section 30.1

Casuals are classified in two categories, as follows:

A. Probationary casuals: casuals who have worked fewer than 390 hours in a particular department. This probationary period may be extended by mutual agreement of the parties for up to an additional 390 hours.

B. Post-probationary casuals: casuals who have worked more than 390 hours in a particular department, but fewer than 780 hours in that same department in a 52 consecutive week period.

Section 30.2

The Rights of Probationary Casuals

Probationary casuals shall be offered and assigned work at the employer's discretion, and shall be paid at the rate of \$1.00 less than the base rate for the job to which they are assigned. It is understood that in the Department of Dining Halls, the base rate for casuals shall be Labor Grade 1. The University is free not to employ, or to terminate the employment of any such probationary employee without notice or warning, and no such action may be challenged under the grievance procedure or discipline and discharge provisions of this Agreement. The Union cannot grieve the discharge of a probationary casual employee. The Union may file a grievance if the University engages in an arbitrary pattern or practice of terminating employees near the probationary threshold for the sole purpose of preventing casual employees from attaining non-probationary status.

A grievable pattern or practice shall be described as an event in which the

limited to:

1. Sending the problem back to the department for solution;
2. Sending the problem back to the department for solution, and designating union or management employees to assist the department with problem solving;
3. Sending the problem back to the department for solution with recommendations as to the problem-solving process or the content of a solution;
4. Create a joint ad hoc committee to recommend a solution or assist the department with problem solving;
5. Develop a solution itself or assist the department with problem solving.

The multiplicity of options, most of which do not include direct intervention by the committee is meant to underscore the committee's paramount function of promoting the growth of a culture of communication and problem solving. It is also meant to limit the members' responsibilities to the committee and their time commitment to a reasonable level, given their other responsibilities in the University or Union.

While it is our mutual expectation that the problem solving process will significantly reduce the number of grievances that will need to be processed, the grievance language in the respective contracts will remain in force except that time limits in the grievance process will be tolled during the problem-solving process unless the Union gives the University written notice that it wants grievance time limits to be observed.

Section 29.12

Joint, periodic and effective communication to the University community shall be undertaken to publicize topics including Best Practices Successes, Health and Safety, Labor/Management Training, and various other communications from University/Union leadership.

Section 29.13

Recognizing that labor and management seek to create an atmosphere of mutual respect and trust, and that both seek to identify opportunities for improved productivity and workplace satisfaction, the parties agree that the University shall:

- A. Create a \$50,000 budget line under the auspices of the VP for Finance and Administration each year for the first three years of the program to fund the operating expenses of the various committees and structures created under this Article including, by way of example and not by way of limitation, facilitating joint trips to meetings, demonstration projects and other labor-management programs and supporting training opportunities and related expenses that can contribute to the spirit and intent of this article. The Policy Board shall determine the allocation of these funds each year.
- B. Create an additional \$50,000 budget line under the auspices of the VP for Finance and Administration for the first year of the Initiative Steering Committee to facilitate its initial work. The Initiative Steering Committee shall determine the allocation of these funds, which may be utilized, by way of example and not by way of limitation, for the committee's training and facilitation, for outreach to the Yale community, and for demonstration projects. This budget line is independent of any financial resources that may be made available pursuant to Section 8 hereof.
- C. Provide reasonable release time without loss of pay for a reasonable number of union representatives and/or committee members, subject to the approval of their supervisors and operation needs, for the sole purpose of furthering the purposes of

a higher degree of employee participation in work process design and decision-making, increased skills training, and opportunities for gain sharing are examples of projects to be explored. As projects advance and the University and the Union gain experience in successfully implementing better work systems, the parties intend that improvements will be implemented in many work units around the University consistent with the operation of such work units.

Section 29.7

There will be an Initiative Steering Committee with ten (10) members, including five (5) University representatives, three (3) Local 34 representatives and two (2) Local 35 representatives. The University representatives will be appointed by the Vice President for Finance and Administration; the Union representatives will be appointed by the Presidents of the respective union locals. The Steering Committee will undergo extensive training in high performance organizations within six (6) months of the Agreement and will receive ongoing training coordination and facilitation from external and/or internal consultants during that period and from time to time thereafter as mutually agreed.

Section 29.8

The Initiative Steering Committee will review proposals for local demonstration/pilot projects and may make proposals or actively solicit them. Projects will be chosen by consensus in the Steering Committee and will be subject to final approval by the Policy Board. Financial resources must be committed or made available as a condition for Board approval in order for the project to be implemented.

Section 29.9

Projects will be undertaken in both the Local 34 and Local 35 bargaining units. A high degree of interest among both employees and managers in an area will be a strong positive factor in the selection process. Ideally, projects will be spread across the campus and representative of the kinds of work performed by employees represented by the Unions. Local project meetings will be informal with joint agendas and will normally take place on work-time in departments.

Section 29.10

A Joint University/Union Labor Relations Training and Education Program will be established. In order to insure the success of this program, it is critically important and expected that both management and union representatives will participate. This Program will develop and implement a curriculum, including but not limited to, Human Resources Management issues, the Collective Bargaining Agreements, Interest-Based Negotiation Process, Problem Solving, Diversity Training and Standards of Conduct.

Section 29.11

A Joint Problem Solving Committee will be established. Whenever possible problems should be solved at the lowest department level. However, because we recognize that some problems cannot be solved locally we want to create processes to allow timely, non-confrontational resolution of problems. When either party perceives that a systemic obstacle exists to solving a problem at the local level, that party is encouraged to seek assistance within the committee.

Options for action by the committee on problems referred to it include, but are not

The University and the Union agree to create committee structures to improve the University's overall quality, efficiency and workplace culture. The commitment is a mutually cooperative effort to improve customer service, increase productivity through the design and implementation of best practices and their associated targets and metrics, prevent and resolve conflicts, improve employee satisfaction, discuss ongoing issues and changes, improve staff relations, and promote positive labor-management relations. "Best Practices" shall mean practices that substantially increase productivity, efficiency and satisfaction of employees or managers or improve the quality of services performed within given financial resources. Funding pursuant to Section 29.13 hereof shall be provided by the office of the Vice President for Finance and Administration for the activities of the committee structures created hereunder.

Section 29.2

A Policy Board will be created which will set the direction for best practices efforts and labor management cooperation throughout the campus and provide general oversight to the Departmental Committees and Innovative Work Systems Initiative projects described below. The Board will be comprised of the Presidents of Local 34 and 35, the Vice-President for Finance and Administration, and the Chief Operating Officer of the School of Medicine or a similar level representative from the School of Medicine. The Policy Board will reach decisions by unanimous agreement. The board shall meet monthly, unless mutually agreed otherwise.

Section 29.3

The University and the Union encourage the formation and continuing efforts of Joint Departmental Committees (JDC) in both bargaining units. JDCs will work out resolutions of local work system problems, attempt to prevent group grievances, discuss significant operational or organizational changes prior to implementation, and encourage change in work practices and management practices that substantially increase worker productivity as well as positive labor-management relationships.

Section 29.4

Over a reasonable timeframe, JDC's shall be formed in Local 35 departments and in Local 34 departments. In either bargaining unit, committees may be formed from groupings of smaller departments, especially where there is a functional or geographic logic to combining departments, subject to mutual agreement.

Section 29.5

Department Committee meetings will be informal with joint agendas and will normally take place during work time in departments. In addition, meetings between line managers and stewards for both Local 34 and Local 35 shall be conducted. The University agrees to release staff for reasonable amounts of time for the purposes of these activities.

Section 29.6

The University and the Union shall create an Innovative Work Systems Initiative ("Initiative") to promote major initiatives for substantive change in the workplace at Yale. The Initiative seeks to enhance employee involvement and performance by promoting local projects that make significant changes in how work is organized and managed. Productivity initiatives, and their accompanying targets and metrics, job flexibility, improved management or union practices, team-based work organization,

of work per week for student employees each semester.

Section 28.3

Student employees who expect to be on an approved leave of absence from the University, or on Withdrawal from the University for academic reasons, for not more than two (2) consecutive semesters shall be eligible for a leave of absence from their positions as student employees and maintain their rate of pay and seniority after returning from such leave of absence. Student employees shall apply in writing for such leave of absence, indicating expected return date. The provisions of this Section shall be in accordance with Sections 8.5B., I. and J.

Section 28.4

The University shall continue to provide, to the extent normally provided in the past, work opportunities for Yale students involving custodial work, furniture moving, and the like. When such work opportunities are available for Yale students, they shall be offered first to Yale students employed in the bargaining unit covered by this Agreement, and among them by seniority. Such work shall be paid for at that student's rate of pay under this Agreement.

Section 28.5

Student employees shall be permitted reasonable wash-up time at the beginning of the shift.

Section 28.6

The University shall not employ Yale students for the purpose of laying off any other employee. Yale students will not be employed to replace any qualified employee in a job listed in Exhibit A while such employee is on layoff without first offering such job or jobs to any qualified, laid-off employee.

Section 28.7

When the University contemplates a reduction in services provided to students where bargaining unit employees presently perform such services and the performance thereof is to be done by unpaid students, it shall inform the Union in such fashion as to provide for a meeting at least thirty (30) days prior to the actual introduction of such a reduction in services. Since characterization of such a reduction as permanent or temporary may well be ambiguous or arbitrary, and since such reductions of services have historically occurred only rarely, the University shall inform the Union with reference to any and all such reductions. At the required meeting the University shall delineate and demonstrate the valid operational reasons for the change. If the Union resists these reasons, it has the right to seek arbitration as to their validity. It shall not be required of the Union to demonstrate that there has been a substantial adverse impact on the number of jobs in the bargaining unit to justify its proceeding to arbitration.

Section 28.8

A Student Dining Services Worker who has purchased a less-than-21-meal dining plan may elect to decline a meal during the employee's work shift and avoid the charge to his or her account.

ARTICLE XXIX

Best Practices, Labor-Management Cooperation

Section 29.1

(1) pair of basis prescription safety eyeglasses to include single or straight-line bi-focal vision with permanently installed side shields. The employee may upgrade the frames (permanently installed side shields are required) or lenses at their own expense. The employee may request replacement glasses once every year or whenever their prescription changes. Employees will bear the cost of replacement due to breakage.

Section 26.9

Definitions and Usage

A. Emergency: An "emergency" shall be defined as a crisis, a sudden or unexpected happening or situation.

B. Base Hourly Rate: "Base Hourly Rate" means the rate shown for each job title in Exhibit A, including any COLA adjustment pursuant to Section 2.8.

C. Regular Hourly Rate: "Regular hourly rate" means Base Hourly Rate plus applicable premiums pursuant to Sections 2.4, 2.5, 2.6, 2.7, 2.10, 2.11 and 10.3.

D. Promotion: "Promotion" means a change to a job title in a higher labor grade:

E. Transfer: "Transfer" means a change to another work unit without any change in classification.

F. Plurals: Words used in the singular shall be deemed to be plural and words used in the plural shall be deemed to be singular, as appropriate.

ARTICLE XXVII

Nondiscrimination

Section 27.1

The University and its management and the Union and its members shall not unfairly discriminate against any employee with regard to employment, transfer, promotions, work assignments, or any other terms or conditions of employment because of such employee's race, color, creed, religious belief or non-belief, national origin, political affiliation, age, sex, handicap, sexual orientation, status as a veteran or disabled veteran, or activity in or on behalf of the Union.

Section 27.2

If a job vacancy is filled from outside the bargaining unit, preference shall be given to a minority and/or female candidate, provided that he or she is qualified to perform the work, in a job title in which the University does not employ at least 6.9% females and 25% minorities.

The University shall take reasonable affirmative steps to attract qualified minority and female candidates in order to meet the requirements of this Section and shall report to the Union every six (6) months on the hiring statistics.

ARTICLE XXVIII

Yale student employees

Section 28.1

Regular schedules and regular work assignments shall, when possible, be given to Yale student employees within each work unit on the basis of seniority at the beginning of each semester.

Section 28.2

The University shall make a reasonable effort to maintain the same number of hours

There shall be one paid ten- (10) minute coffee break for employees who work four (4) or more hours on each work shift. There shall be two paid ten- (10) minute coffee breaks for employees who work six (6) or more hours on each work shift.

Section 26.4

Wash-up

The University shall grant reasonable periods at the beginning and end of each shift for wash-up and putting on uniforms.

Section 26.5

Meals

When a Dining Services employee works during a normal meal period and his or her dining hall is open, the University shall provide the employee with a meal from the regular menu of the day, except that a substitute meal may be provided for a special charge meal.

Section 26.6

Lockers

Sufficient locker space and suitable dressing facilities shall be provided for all employees.

Section 26.7

Tools

The University shall replace broken, worn out, or stolen hand tools of the trade belonging to an employee, when such tools are required to do his or her assigned work and are not supplied by the University. No replacement, however, will be made unless the loss is connected with University work, is not caused by the willfulness or negligence of the employee, and is promptly reported in writing by the employee to his or her supervisor on a form to be supplied by the University for that purpose. All such claims shall be subject to investigation, at the discretion of the University, and a disposition shall be made within thirty (30) days of the submission of the claim by the employee.

Section 26.8

A. Safety Shoes.

When the University requires an employee to wear safety shoes, the University shall supply a standard model without cost to the employee. Replacement shoes shall be supplied as needed provided the old pair is turned in. The University and the Union shall jointly review the question of whether safety shoes should be required in any job classification in which the employees request such a review. After giving good faith consideration to both the employee's and the Union's views, the University will determine which employees are required to wear safety shoes. The University shall confer with the Union regarding the appropriate reimbursement rate for safety shoes.

B. Eye Protection.

The University will provide and require the use of safety glasses, goggles, or shields for employees on an as-needed basis.

For those employees who require eye protection in the performance of most of their day-to-day duties and who wear prescription eyeglasses, the University will provide prescription safety glasses at the employee's request. The employee will be required to provide the prescription for the glasses at their own expense if it is not covered by their medical insurance plan. The University will select the vendor/s and pay for one

agrees to continue the Trades Helper Program. Such positions are designed to progress to Labor Grade 11 in the Physical Plant Department. Whether or not new positions are added to the program will be determined on an annual basis according to operational need.

Section 24.6

The Parties shall agree on a method of offering to employees who are actively interested in advancement with first priority to an employee who is denied a bid on the basis of qualifications and experience or who fails a trial period the opportunity for a survey of the employee's qualifications and experience, including pre-testing or other methods, to assist the employee in preparing for advancement to other jobs at Yale. Following such a survey for each interested employee, the Parties shall endeavor to establish a program tailored to that employee to help that employee qualify for advancement.

ARTICLE XXV

Testing

Section 25.1

The Parties agree that the University has a right to use tests as an aid in evaluating qualifications for hiring and promotion, so long as such tests are not the sole basis for evaluating an individual's qualifications and adequate consideration is also given to work history, experience, prior evaluations, and other relevant factors.

Section 25.2

Tests used for these purposes shall be nondiscriminatory, reasonably related to the actual requirements of the job, fairly administered, and consistently and fairly scored.

Section 25.3

At the employee's request, the Union shall have the right to observe the administration of practical tests.

ARTICLE XXVI

Miscellaneous provisions

Section 26.1

Breakage

The University shall make no charge against any employee for breakage unless such breakage is willful or deliberate.

Section 26.2

Uniforms

The University shall supply and launder uniforms for all employees who are required to wear them. The University shall also supply appropriate outside jackets when employees are required to work outside on a regular basis. The University shall consult with employees regarding the kinds and styles of uniforms, and shall give good faith consideration to the views of the employees.

Section 26.3

Relief

ARTICLE XXIV

Training and education

Section 24.1

The University and the Union recognize the importance to employee morale and to efficient operation for sufficient opportunities for personal and professional growth by employees within their own jobs or trades, as well as advancement to better jobs or different trades. Among other needs in this area, the Parties agree that it is mutually advantageous for employees in more skilled or specialized jobs to have the opportunity to keep abreast of developments and improvements in the technologies, methods, and materials related to their trades.

Section 24.2

Upon successfully completing courses or authorized training programs related to his or her job, or to job opportunities within the University, any qualified employee shall be reimbursed by the University 50% of the cost of tuition of such course or program. In order to be eligible for this 50% reimbursement, the employee must secure the approval of his or her supervisor and department head, which approval shall not be denied unreasonably. This Section applies to training taken by the employee on the employee's own time.

Section 24.3

In an effort to ensure that employees keep current with "the state of the art" in their respective trades, training seminars or short courses will be conducted in certain areas where required. The determination of the requirement under this skills training program will be based on recommendations submitted by employees and supervisors to a Skills Training Committee. This committee will include an equal number of representatives from the bargaining unit and from management and will meet periodically to review requirements and to recommend courses to the appropriate department managers. For Dining Services employees such training may be scheduled on days when the employees would otherwise not be scheduled to work.

Section 24.4

The Parties shall establish a Joint Committee, consisting of four (4) members selected by the University, four (4) selected by the Union, and a Chairperson mutually agreeable to both parties. This Joint Committee will explore appropriate training and educational programs and opportunities, and make recommendations to both Parties.

Section 24.5

The parties have agreed to establish certain training programs in the Departments of Physical Plant and Dining Services. These training programs are described in separate letters that are hereby incorporated into this Agreement. Admission to these programs is reserved for members of this bargaining unit. The Trades Helper Committee, which shall consist of an equal number of University and Union representatives, shall be responsible for the direction of these programs. Among other things, this Committee shall determine methods of increasing the bidding rate and the acceptance rate of minorities, females, employees from lower labor grades, and employees from Custodial Services, and shall also determine what tests shall be

in the affected job classifications to employees from other work units department-wide who have indicated a preference to remain in their home departments and who are not scheduled in twelve- (12) month positions. 4) To those employees from the home unit based on regularly scheduled hours and classification seniority (from least to most) from those employees having 15 years or less University seniority. 5) If insufficient staffing for such home department work results, the University shall have the right to assign or temporarily transfer the least senior employees, based on regularly scheduled hours and classification seniority (from least to most) if they desire work and their positions are for fewer than twelve (12) months per year, to vacancies in their home departments. However, employees shall be assigned to their home unit in the event that a conference or other similar event is scheduled to last two (2) weeks or less or in the case where the scope of the conference or event changes within 30 days of the event. When work is available during Alternative Work periods in the employee's home unit, assigned employees will be scheduled for work during alternative work periods so that their weekly earnings are at least equal to their regular straight-time earnings.

Section 23.5

After all employees as defined in 1.2A. of this Agreement have been offered work, employees as defined in 1.2B. of this Agreement shall be assigned work up to their regular number of hours of work for the summer recess period only. These employees shall be assigned to work in their home department, or to Alternative Work if it is available and the employees are available and qualified to perform the work. If Alternative Work is offered pursuant to this Section, it shall be offered to employees on the basis of their regularly scheduled hours and University Seniority within job title, in descending order. Nothing in this Section shall preclude the University from assigning additional hours of work, if such work is desired.

Section 23.6

The University shall ensure that no employee loses more than seven (7) days work per year as the result of days during "short work weeks" on an employee's regular job when alternative work is not offered by the University. Employees must notify their immediate supervisor in writing as soon as they have lost five (5) days of work due to "short work weeks." Management will not incur any liability under this section if the required notice is not given. The University agrees to confer with the Union regarding ways to find productive work for employees who lose work on such "short work week" days.

Section 23.7

Any employee who does not wish to accept Alternative Work shall be entitled to a leave of absence with the privilege of taking alternative employment during such leave if the employee desires. Once an employee is assigned to alternative work they will be prohibited from leaving and then returning to alternative work except for those employees with pre-approved vacations and leaves.

Section 23.8

Prior to the commencement of the January, Spring, Pre-Commencement and summer recess periods, Dining Services and Union representatives will meet to discuss alternative work and Dining Services assignments.

after mutual agreement and approval on best practices and training shall be ESC, CAB and TD. There shall be joint input regarding criteria for any new hire for these buildings. All jobs in these sites shall be posted except that previous TD Dining Hall employees shall automatically return to TD and Custodial employees shall return after discussion per past practice.

Vanderbilt and Pierson shall thereafter become demonstration buildings staffed by Local 35 provided mutual agreement and approval on best practices has been attained on initial sites, training has been completed, initial problem-solving engagement in initial sites is underway and the initial sites are demonstrating reasonable progress.

Boyer, Calhoun and Peabody are potential initial secondary demonstration buildings and the University shall have the sole discretion of determining when these projects shall begin.

Section 22.5

Snow removal

Subcontractors will complement the work of Grounds Maintenance workers in accordance with the snow removal agreement that is incorporated herein by reference.

ARTICLE XXIII

Alternative work

Section 23.1

The University will offer Alternative Work for fifty-two (52) weeks per year to employees, as defined in Section 1.2A. of this Agreement, if they desire work and if their positions are for fewer than twelve (12) months per year. Employees will be scheduled such that their regular straight-time weekly income is not decreased while they are performing Alternative Work.

Section 23.2

Employees in Labor Grades 1 through 6 who work as painters during Alternative Work periods will be paid at the Labor Grade 6 rate. The trial period for these employees will be thirty (30) working days during any Alternative Work period.

Section 23.3

Dining Services employees who are eligible for alternative work during the January recess will be assigned to alternative work projects, including cleaning, in Dining Services departments. In addition to meeting the requirements of Section 6.4 with respect to submitting vacation requests and posting of the vacation schedule, March 1st of each year will be utilized as a final cut-off date for employees to submit changes to summer vacation requests. After March 1, all requests will be finalized, and except in an emergency, there will be no changes to the submitted requests.

Section 23.4

When work is available during alternative work periods in the employee's home department in normally seasonal work units, such work shall be offered in the following order: 1) By seniority in the affected job classifications to employees in the work unit in which the work exists. 2) To those employees from other units who are medically or otherwise unqualified to perform alternative work. 3) By seniority

Section 22.4

The Joint Labor-Management Best Practices Committee established pursuant to Article XXIX, or a mutually agreeable structure there-under shall research, design, and implement "best practices" for work associated with the new and existing buildings referred to in this Section. "Best practices" shall mean practices that substantially increase productivity, efficiency and satisfaction of employees or managers or improve the quality of services performed within given financial resources.

The Committee members will first receive training funded pursuant to Section 29.13 in interest-based problem solving, performance measurement and high performance organizations. The Committee shall then develop "best practices" for the buildings referred to in this Section and where appropriate research, identify, and review existing industry standards and practices; solicit employee, management and stakeholder input; solicit outside technical assistance; assess future trends in technology, and their likely impact on staffing; review safety considerations for trade related work; review subcontractors practices and results and determine their effectiveness against industry standards; develop and implement metrics and measures, including financial performance, efficiency and quality; review current work rules and the utilization of people, training, investment in technology and equipment, job descriptions, staffing etc., for necessary modifications in order to implement "best practices;" review and monitor results and compliance with best practices that are implemented. Base line data will be collected so trends can be detected and progress measured over time. Progress will be reviewed and best practices refined as learning occurs. The Committee will also develop a process to communicate results to stakeholders and recommend remedial action if necessary. Mutually agreed best practices that change and/or modify work rules, job descriptions, or other matters contained in the labor agreement shall supersede the terms of the labor agreement, except that the Committee shall not change wage rates assigned to pay grades. Different departments doing different types of work may need to tailor best practices so as to address their particular concerns. However, like work should be uniform. All best practices shall be reduced to written agreements and signed by both parties. Failure of the subcommittee or mutually agreed structure to mutually agree on best practices to be implemented in ESC, CAB, TD, Vanderbilt and Pierson or the failure of a demonstration project in one of these buildings prior to January 20, 2010 shall be referred to the Best Practices Policy Board for review and an intensive effort to reach agreement in the thirty (30) days subsequent to referral. Absent such agreement during the thirty (30) day referral period, the University reserves its rights to subcontract per Section 22.1.

Upon agreement regarding best practices to be implemented in ESC, CAB, TD, Vanderbilt or Pierson and after training of joint committee members from a particular building, such best practices shall be jointly implemented in the initial demonstration buildings referred to in this Section at the first reasonable opportunity to allow access of Local 35 staff, subject to the terms of current subcontractor obligations. Nothing herein prevents the University continuing the use of subcontracts in any capacity it chooses in or at any location, consistent with the terms of this Article. The initial demonstration buildings to be staffed by Local 35

On each annual raise date thereafter, this rate shall increase by three percent (3%).

J. When Local 35 bargaining unit work is contracted out, the University shall give preference to employers that are located in New Haven County and who give preference for employment to residents of New Haven County. Preference shall go to employers meeting these criteria if other factors are substantially equal.

K. In the event that the University decides to subcontract work which will require the transfer of any permanent employee the University will give the Union sixty (60) calendar day notice of such transfer and the following provision shall apply. For the first fifty (50) days of the sixty (60) day notice period, any permanent employee facing involuntary transfer due to a decision by the University to subcontract shall have preference for any requisitioned vacancy, posted or un-posted, for which the employee is qualified in the employee's department, in the employee's labor grade or any lower grade, scheduled for the same or fewer hours than the employee is scheduled for (for this purpose only, any schedule of thirty-five [35] hours or more shall be considered a schedule of forty [40] hours). Should more than one permanent employee facing involuntary transfer due to a decision by the University to subcontract desire a position, the employee with the most University seniority shall be awarded the position.

In the event that an employee has not found a new position within the first fifty (50) days of the sixty (60) day notice period, the University may require the employee to bump into a position in the department in the same labor grade or a lower labor grade for which he/she is qualified. The bumping employee may displace a person with less University seniority and the same or fewer scheduled hours, provided he/she may not displace an employee with ten (10) or more years of service. The bumping employee will carry his or her salary and labor grade to the new position. Employees who have been forced to bump to another classification will be restored to the original classification by seniority as vacancies arise in the original classification.

Section 22.2

This article and Article IX Layoff, shall remain in full force and effect for the period set forth in the introductory paragraph hereof. They shall not be a subject of mandatory negotiation, strikes or lockouts with respect to their inclusion as the exclusive subcontracting/staffing and layoff articles of the successor to the January 20, 2002 through January 20, 2010 agreement, except that only the issue of whether new and renovated buildings which come on line subsequent to ESC, CAB, TD, Vanderbilt and Pierson will be staffed by Local 35 can be bargained (mandatory subject of bargaining) in 2010 contract negotiations (Does not apply to balance of Articles IX and XXII). Prior to January 21, 2014, either article may be modified or amended only by mutual written agreement between the parties resulting from voluntary, non-mandatory bargaining except as noted in this section. Both articles shall be a subject of mandatory negotiation for a successor to the agreement effective January 21, 2010 January 20, 2014 and shall remain in full force and effect until and unless mutually changed by the Parties.

Section 22.3

The Parties agree that all pending grievances relating to subcontracting are hereby withdrawn with prejudice and no grievances relating to subcontracting shall be filed for the period prior to ratification.

to a new system, the University and Union Physical Plant subcommittee representatives for the affected area will meet to work out the detailed implementation of the system and to discuss measures to make the callback systems work better including purging lists. The remedy for equipment or dispatcher error is to ensure that the employee is offered opportunity for the proper equalized share of work during the equalization period.

Where scheduled Physical Plant work will be performed on an overtime basis by a subcontractor in areas where bargaining unit employees perform the work, it will be offered to bargaining unit employees first.

In the following exceptional circumstances, the University may subcontract the work described above which would normally be performed by bargaining unit employees:

- a) The skills or equipment are unavailable within the bargaining unit; or,
- b) The date for completion is made known on short notice with a deadline that cannot reasonably be postponed, and such deadline cannot be met with available skills or equipment; or,
- c) The cost of performing the work is unreasonably high as compared to the bid of a subcontractor paying the prevailing rates in the community. "Prevailing rates" shall refer to the prevailing wage determination for this area made by the U.S. Department of Labor or the Connecticut State Department of Labor, if one is available. The following are typical examples of conditions that would meet the test of this Subsection above if they made the cost of performing the work unreasonably high, and thereby permit the University to subcontract work without violating the Agreement:

1. Where a public or private grant or contract requires the University to secure competitive bids before performing the work.
2. Where the work to be performed is at a Yale property remote from New Haven.
3. Where the special expertise of the subcontractor allows for performing the work in substantially less time than that of Yale employees.
4. Where a special parts inventory would be too costly to maintain.
5. Where the labor involved is covered by a warranty or guarantee.
6. Where the subcontractor provides replacement equipment while Yale's defective equipment is being repaired.
7. Where the work to be performed is highly seasonal in nature and the employment or year-round employees is not justified.

G. The current practice regarding catering in University auditoriums will continue, and the University agrees not to subcontract bargaining unit food service work in Yale University Dining Services facilities.

H. In work areas staffed by bargaining unit custodians, the University will continue to offer all types of extra straight time work required by management to permanent Custodial Department employees per Section 3.2H. Such extra-time work will not be diverted to subcontractors. The previous sentence is not intended to limit the University's ability to make legitimate schedule or operational changes which may result in lower availability of extra straight time, for example, by increasing permanent schedules, or reducing or eliminating work.

I. The minimum wage for employees of subcontractors performing work for the University will be \$10.00 per hour effective with the ratification of this agreement.

Fire Marshall	6.75
Physical Plant	190.80

D. The base staffing levels for the Custodial and Physical Plant Departments will be reviewed on an annual basis beginning July 1, 2004. The staffing levels would move downward proportionately if the University closes buildings or major space therein (a subcontract is not an elimination of or reduction in services.) The staffing levels would move upward proportionately if the University opens new University-owned and -occupied buildings used for academic, administrative or research purposes. For each 10, 000 square feet added or deleted, .24 fte Custodial positions and .18 fte Physical Plant LG 11 trades positions shall be added to or deleted from the base staffing levels.

Footage added as part of Payne Whitney Gym renovations will not count toward any increase in staffing levels. Should the University construct a facility dedicated to temporary (while the new location remains under construction) relocation, it would not count toward any increase in staffing levels, unless the occupancy ceases to be temporary.

Any project which substantially renovates greater than 20,000 square feet of space, excluding residential facilities, and substantially changes or intensifies or de-intensifies the use of that space, will trigger an adjustment, up or down, in the base staffing levels, as defined in the table below. The factors are applied per 20,000 square feet, or fraction thereof.

<i>Type of change</i>	<i>Physical Plant</i>	<i>Custodial</i>
vacant to office	.2	.4
office to lab	.2	none
vacant to lab	.3	.3

E. Carryover overtime on jobs in progress will be offered to the group (i.e. bargaining unit or subcontractor) that began the work.

F. Emergency callbacks and standby duty will be offered first to bargaining unit employees in areas where bargaining unit employees normally perform the work, except for: 1) emergencies which by their size or nature can not be handled by normally available bargaining unit employees; 2) work on items under warranty; 3) work on items which the subcontractor has installed or made repairs in the preceding year.

The University may introduce a new system for expediting call back calls, including the following provisions: 1) In the control mechanics, equipment mechanics, plumbing and electrical trades the University will furnish any employee interested in accepting callbacks a beeper. The University will beep all employees when a callback is available. Employees will have ten (10) minutes to call the control center and express interest in the work. The work will be offered to the employee (or employees where multiple employees are required) with the highest priority position on the callback list who responds during the ten- (10) minute period. 2) In other Physical Plant trades, the University will call at least the top five (5) employees on

assistants; the right to transfer or relieve from duty because of lack of work; the right to determine from time to time the number of hours worked per day and per week; and the right to establish and enforce reasonable rules and regulations pertaining to personal conduct and deportment of employees and the determination of employee competency.

Section 21.2

The provisions of this Agreement shall not be used by either party arbitrarily, capriciously, or in a discriminatory manner with respect to the University, the Union, or its members.

ARTICLE XXII

Subcontracting/Staffing

The provisions of this Article (hereafter called the "Subcontracting/Staffing article") shall apply for the duration of this collective bargaining agreement (effective January 20, 2002 through January 20, 2010) and for the duration of a successor to this agreement, which the parties agree shall be effective from January 21, 2010 through January 20, 2014.

Section 22.1

The University may subcontract any work. The Union may not grieve the University's decision to subcontract work but it may grieve violations of the restrictions and guarantees hereinafter.

A. Effective upon the ratification date of this collective bargaining agreement and continuing for the duration of this subcontracting/staffing article, the University will not reduce the number of full-time equivalent positions (ftes) in the bargaining unit below 733.46. Effective January 21, 2006, the University will not reduce the number of full-time equivalent positions (ftes) in the bargaining unit below 858.

B. Effective upon the ratification date of this collective bargaining agreement and continuing for the duration of this subcontracting/staffing article, the existing labor grades will have three brackets: labor grades 1 through 4; 5 through 9; and labor grades 10 and 11. Trades Helper Program positions are part of the labor grade 10 and 11 bracket. The University agrees to maintain minimum staffing in the upper two labor grade brackets at the following levels: 146.04 ftes in the second bracket (labor grades 5-9) and 268.39 ftes in the third bracket (labor grades 10 and 11). Effective upon the ratification date of this collective bargaining agreement all LG 11 trade positions vacated in the Physical Plant (Medical and Central/Science) through December 31, 2004 will be replaced by LG 11 trades positions.

C. Effective upon the ratification date of this collective bargaining agreement and continuing for the duration of this subcontracting/staffing article, the University agrees to maintain minimum staffing in the departments at the following levels:

Dining Services	189.02
TR+S	6.75
Custodial Services	235.13
Campus Mail	9.38
Grounds Maintenance	39.00
Utilities	37.50

Blue Shield 65-Plan 81 and the Yale Major Medical plans.

3. For an employee who both retires from the University on or after January 18, 1992 and commences receiving benefits under the Yale Staff Retirement Plan, the University shall contribute toward the health insurance of that employee's eligible dependent in the same manner and at the same level as afforded the retiree. When (or if) the eligible dependent is eligible for Medicare (age 65 or over), participation in the group insurance, HMO or Yale Health Plan will be discontinued and contribution to health insurance will be made in the same manner and at the same level as afforded to a retiree who is eligible for Medicare.

Section 20.9

Long Term Disability

All employees, as defined in Section 1.2A. of this Agreement, shall be included in the University's existing long-term disability program. The University may change the carrier used to provide this benefit or may self-insure the benefit, provided, however, the University will not diminish the benefits or unduly complicate the claims-handling procedures except pursuant to agreement with the Union.

Section 20.10

Mortgage Loan Program

The University will continue its mortgage loan program for members of this bargaining unit, as defined in Section 1.2A. of this Agreement, to the same extent and on the same terms as it continues in effect for other University employees.

Section 20.11

Employee Assistance Program

The University shall continue to provide an Employee Assistance Program, which will not be operated at the Yale Health Plan. It will be available to all employees without charge.

Section 20.12

Scholarship for Sons and Daughters

The University shall continue in effect the Scholarship Program for Sons and Daughters for members of this bargaining unit to the same extent and at the same levels as it continues in effect for other University employees. The program will include full-time attendance at a community college. Employees with a permanent schedule of thirty-five (35) or more hours per week will be considered full time for this benefit only and must meet the other qualification criteria of the plan.

ARTICLE XXI

Management

Section 21.1 Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the University in any way in the exercise of the regular and customary functions of management, including, among other things, the direction of the working forces; the establishment of methods of operation; the promotion and demotion of employees; the establishment of plans for increased efficiency; the adoption and maintenance of engineering standards and standards of performance and quality; the right to hire, suspend, or discharge for proper cause; the right to select or employ supervisory employees, including foremen and their

employees may begin making contributions on January 1, 1998 or earlier as provided in C.3., below.

B. The University will provide the following benefits for an employee with ten (10) years of credited service who both retires from the University and commences receiving benefits from the Yale Staff Retirement Plan: 1) a life insurance policy in the face amount of \$5,000; and 2) if the retired employee was a participant in the University's group health insurance plans, or in a sponsored HMO, or in the Yale Health Plan at the time of retirement and is by virtue of his or her age ineligible for Medicare, the University shall contribute all or a portion of the premium for an individual contract covering the employee as scheduled below:

1. For retirees with twenty (20) or more years of credited service on the date of retirement, and for retirees employed prior to January 19, 1992 with ten (10) or more years of credited service on the date of retirement, the University will contribute 100% of the same amount that it would contribute if the employee continued to be employed by the University.

2. For retirees who were employed on or after January 19, 1992 and with ten (10) but less than twenty (20) years of credited service on the date of retirement, the University will contribute 80% of the same amount that it would contribute if the employee continued to be employed by the University.

C. If (or when) the retired employee is eligible for Medicare, the employee's University group health insurance plan participation, or sponsored HMO or his or her Yale Health Plan participation or other coverage, if any, shall be discontinued, and the University shall contribute toward the cost of a retiree health insurance package that will include Medicare Part B, Blue Cross 65 High Option, Blue Shield 65- Plan 81 and the Yale University Major Medical Plan, or other plans with equivalent coverage's. Such contributions shall not exceed 100% of the coverage cost for retirees identified in B.1. above, and shall not exceed 80% of the coverage cost for retirees identified in B.2. above.

However, commencing no later than January 1, 1998, a mutually acceptable Medicare Risk HMO will be substituted in place of Blue Cross 65 High Option and Blue Shield 65-Plan 81 and the Yale Major Medical Plan as the standard, no contribution retirement medical care option for retirees age 65 and over and their eligible dependents. The University will continue to pay the Medicare Part B contribution for retirees age 65 and over and their eligible dependents.

1. The mutually acceptable Medicare Risk HMO will have co-pays and primary features at least equivalent to the US Healthcare Medicare 5 plan plus an unlimited prescription rider after a \$10 per prescription co-pay and an out of network option after co-pays and deductibles are met. Among plans meeting these criteria, the primary selection criteria will be objective evidence of quality of care and strong panels in primary care and important specialties in Connecticut and especially in the New Haven area. If these are also relatively equal, secondary selection criteria may include premium cost and easily available shorter term out of state coverage.

2. The existing Blue Cross 65 High Option and Blue Shield 65-Plan 81 and Yale Major Medical plan will continue to be offered as an optional coverage for a monthly premium of \$40.99 for the retiree and \$40.99 for the spouse. Premiums will increase annually by the same percentage as the underlying Blue Cross 65 High Option and

available to an employee as defined in Section 1.2A. of this Agreement to the same extent.

Section 20.8

Retirement Benefits

A. An employee, as defined in Section 1.2A. of this Agreement, shall be included in the Yale University Staff Employees Retirement Plan, as set forth in the published statements and subject to the eligibility and other requirements of the plan and subject to the general limitations thereon. The University shall maintain said retirement plan in full force and effect for the life of this Agreement.

1. An employee who retires on or after January 20, 2002 shall have his or her retirement income under the Yale Staff Employees Retirement Plan calculated using the following schedule of multipliers:

<i>Portion of Employee's Pre-Retirement Wage Base</i>	<i>Multiplier</i>
Up to 30,000	1.5%,
above \$30,000 to \$55,000	1.4%,
above \$55,000	1.3%.

Beginning in January 2004, the tier definition amounts will be adjusted on the dates of across-the-board wage increases by the average (mean) of the across-the-board increases for Local 35 and Local 34.

2. The Yale Staff Employees Retirement Plan will provide that for employees who retire at age 55 or older with thirty (30) years or more of credited service, the actuarial reduction of benefits for retirement prior to age 65 shall be two percent (2%) times the number of years below age 65. For employees who retire with twenty-five (25) years or more of credited service, there shall be no reduction of benefits for years after the 60th birthday

3. If an employee who is vested in the Yale Staff Employees Retirement Plan dies before age 55 and is survived by spouse and/or minor children, there shall be no discount factor in the benefit, and the survivor's benefit will be paid beginning immediately to spouse and/or minor children that would have been provided under the surviving spouse option had the deceased participant reached age 55. Health benefits of the surviving spouse and/or minor children shall be continued for two (2) years or until the spouse becomes eligible for equivalent coverage, whichever comes first.

4. The Yale Staff Employees Retirement Plan shall be amended to provide a cash-out option for terminated vested employees.

5. An employee, as defined in Section 1.2A. of this Agreement, shall, upon retirement, be provided with \$5,000 of non-contributory life insurance, pursuant to the Yale University Group Life Insurance Plan.

6. The supplemental retirement program will be modified so that the University will provide, for employees age 45 and over with at least five (5) years of service, a dollar-for-dollar match of employee contributions up to four percent (4%) of the annual salary of the employee and for any other employee with at least two (2) years of service, a dollar-for-dollar match of employee contributions up to two percent (2%) of the annual salary of an employee. This program will commence and

what it would have contributed under Section 20.2 above, and the employee will contribute an amount equal to the balance of the required premium.

Section 20.4

Payment

A. In all cases where payment by an employee is required for participation, the University will deduct such payment from the employee's wages upon receipt of a written authorization for such purpose from the employee.

B. Monthly payments for the plans described in Sections 20.2 and 20.3 above, will be scheduled on a four times per month basis. Section 20.5 Changes in medical benefits

A. All benefits provided by this Article are subject to the provisions of the applicable insurance policy or plan.

B. The University may change or renew the carriers used to provide any group insurance plan benefits or may self-insure any of such benefits; provided, however, the University will not diminish the benefits or unduly complicate the claims handling procedures except pursuant to agreement with the Union.

C. The University will not diminish the benefits provided employees by the Yale Health Plan except pursuant to agreement with the Union.

Section 20.6

Dental Plan

The University shall make available to employees, as defined in Section 1.2A. of this Agreement, a Dental Care Plan providing dental benefits at least comparable to those described by the Blue Cross "Co-Pay Plan" in effect as of January 23, 1985, modified to provide for 100% reimbursement for "Dental Listed Benefits A through D" provided to the employee and 80% reimbursement for "Dental Listed Benefits E through I" provided to the employee. A summary of those listed benefits is attached to this Agreement as an appendix. Any plan provided by the University (i) shall be one that utilizes dentists with guaranteed and published rates for specified services, and (ii) shall include a number of dentists mutually agreeable to the University and the Union, the determination of such number of dentists not being subject to grievance or arbitration. Employees who wish to have eligible dependents covered by the plan may elect to do so by contributing the cost of such additional coverage's, but employees who have completed eighteen (18) months or more of continuous service at the time of election are required to pay one-half (1/2) of the additional cost for such dependent coverage. If the premium required for the employee's participation in the Dental Care Plan is greater than the amount the University is obligated to contribute under this section, the University will deduct from the employee's pay, upon receipt of a written authorization for such purpose from the employee, the additional amount required for full payment of the premium. The dental coverage includes the equivalent of the Blue Cross Rider A, Additional Basic Benefits. A summary of these benefits is attached to this Agreement as an appendix.

Section 20.7

Future Improvements

Any health insurance benefit programs or improved University contributions thereto made available to University employees outside the bargaining unit shall be made

will be \$75,000 per person and for employees enrolled in the University's group health insurance plans other than the YHP who have reached the lifetime maximum for inpatient psychiatric benefits under those plans, the University will reimburse additional qualifying expenses for inpatient psychiatric treatment up to \$25,000 per person. The YHP benefit for outpatient psychiatric treatment will be \$40 per visit to a maximum of \$1,200 per plan (fiscal) year, with an annual deductible of \$100. The lifetime maximum for such treatment will be increased to \$6,000. The per-visit reimbursement shall be increased to \$50 effective July 1, 2004 and to \$60 per-visit effective July 1, 2006. The YHP pharmacy deductible will be increased to 150/450 effective July 1, 2004 and 200/600 effective July 1, 2006.

Section 20.3

Federally qualified health maintenance organizations

In lieu of the benefits provided by Section 20.2, above, an employee may subscribe to a qualified Health Maintenance Organization (HMO) offered by the University, for hospital, medical, surgical, and related services. The employee will pay each month in advance, the balance of the full premium, in accordance with the following schedules and provisions:

A. Effective July 1, 1997, the University will offer an HMO package equivalent to the M. D. Health Plan "Standard Plan" updated January 1, 1996 with a \$100/\$200 *Unlimited Maximum Prescription Rider*. If an employee elects such option, the employee will contribute each month in advance for the following month's coverage in accordance with the following schedules and provisions:

Single	\$55.07
2 Person	\$82.75
Family	\$98.82

Employee contributions for the period beginning July 1, 2004, and continuing through the end of this agreement, will increase or decrease in the same percentage as any increase or decrease in the full premium of the plan.

B. Effective July 1, 1997, the University will offer an HMO package equivalent to the M. D. Health Plan "Standard 250 Point of Service Plan" with 80/20 Coinsurance, \$250 / \$750 annual deductible, and \$1,000 / \$3,000 maximum out-of-pocket expense and a \$100/\$200 *Unlimited Maximum Prescription Rider*. If an employee elects such option, the employee will contribute each month in advance for the following month's coverage in accordance with the following schedules and provisions:

Single	\$76.92
2 Person	\$132.06
Family	\$153.33

Employee contributions for the period beginning July 1, 2004, and continuing through the end of this agreement, will increase or decrease in the same percentage as any increase or decrease in the full premium of the plan.

C. If an employee elects any other Health Maintenance Organization (HMO) offered by the University in lieu of the above plans, and the subscription charge required for the employee's participation in the HMO is greater than the amount required under Section 20.2, the University will pay each month in advance an amount equal to

employee's assigned work.

Section 19.10

Nothing in this Agreement shall be construed to dilute the University's authority and responsibility described in Section 1 of this Article, nor shall anything in the Agreement be construed to limit the right of employees or the Union to file grievances concerning safety and health. Whenever possible, health and safety related grievances will be filed by Union Stewards of the Joint Health & Safety Committee. In no case shall a grievance citing this article proceed to a second (2nd) step meeting without notification to the Health and Safety Union stewards.

Section 19.11

The rights and privileges granted to the Union committee members under this Section shall be exercised with due consideration given to the operating needs of their work units and they shall request authorization to leave the work place from their Supervisors. This authorization shall not be unreasonably denied.

Section 19.12

Drug-free first-aid kits shall be accessible at all times when employees are at work.

Section 19.13

The Unit Safety Committee Pilot Program will be implemented by the Office of Environmental Health and Safety, giving good faith consideration to the suggestions and guidance of the Joint Health and Safety Committee, in conjunction with the departments or units involved. After a successful pilot, the program will be expanded campus-wide at a reasonable pace of expansion, consistent with available resources giving highest priority to those departments or units with the highest accident or injury rates.

ARTICLE XX

Employee benefits

Section 20.1

Life Insurance

An employee, as defined in Section 1.2A. of this Agreement, shall be included in the Yale University Group Life Insurance Plan, which shall provide, at the employee's option, for either contributory life insurance or noncontributory life insurance, of \$5,000 as set forth in published statements and subject to the eligibility and other requirements of the plan and subject to the general limitations thereon. An employee, as defined in Section 1.2B. of this Agreement, shall be included for \$5,000 of noncontributory life insurance as defined above.

Section 20.2

Yale Health Plan

A. An employee, as defined by Section 1.2A. of this Agreement, shall be entitled to participate in the Yale Health Plan (YHP), which now includes the types of coverage's previously provided by the Yale Health Plan Major Medical Plan. The University shall contribute one hundred percent (100%) of the premium for such plan for an employee and the employee's dependents (as presently defined in the plan).

B. The lifetime maximum benefit under the YHP for inpatient psychiatric treatment

University records on accidents, test results, and safety records maintained by the Office of University Safety, except that no personal medical records or information regarding any University employee will be provided without the employee's written consent, unless required by law.

Section 19.7

No employee will be subject to discipline for refusing to perform work that a reasonable employee in a similar situation would consider unsafe.

Section 19.8

An employee shall first bring matters concerning safety and health to the attention of his or her Supervisor. If the safety or health matter is not resolved satisfactorily, the employee may request the presence of the appropriate Chief Union Safety Steward. That Chief Union Safety Steward or his or her designee, who shall be a member of the Union's Safety Committee, may discuss the matter and possible solutions with area supervisors and/or the Director, at a mutually agreeable time, and the matter may be referred for discussion at meetings of the Committee.

The appropriate Chief Union Safety Steward, or a Union member of the Committee if the Chief Union Safety Steward is not available, will be advised promptly of any incident that could reasonably lead to endangering the health and safety of employees. The appropriate Chief Union Safety Steward, or Union member of the Committee, may accompany the Director or his or her designee in a review of the accident/incident.

If the employee has reasonable grounds to conclude that the performance of a work assignment, such as, but not limited to, the performance of a task without the proper safety equipment, may pose a serious and substantial threat to the employee's health and safety, the employee shall have the right to consult promptly with the appropriate Chief Union Safety Steward or his or her designee. If the presence of the Chief Union Safety Steward is necessary, he or she may be excused from work without loss of pay for purposes contemplated by this Section in accordance with the following:

- A. The Union shall notify the University of the names of the Chief Union Safety Stewards and their designees.
- B. Requests for time-off shall be made to the immediate Supervisor.
- C. Time-off without loss of pay shall be contingent on legitimate operational needs. Authorization for such time will not be unreasonably denied.
- D. The time-off requested and/or authorized shall be reasonable in duration, consistent with the needs of the situation.
- E. Time-off without loss of pay will be requested and authorized only in situations that:
 - 1. are of significant magnitude and/or
 - 2. affect significant numbers of bargaining unit employees and/or
 - 3. pose the potential for serious health risk and/or
 - 4. pose the potential for major misunderstandings and misinformation.

Section 19.9

The University shall make reasonable efforts to advise each employee, through safety and health training and/or through advice on specific occasions as needed, of health and safety risks that the employee is likely to encounter in the course of the

immediately to their supervisors any accident or injury.

Section 19.3

Each employee shall have access to results of all medical examinations of that employee, including but not limited to those done by the Yale Health Plan. With the employee's permission, the Union shall have similar access.

Section 19.4

A Joint Safety and Health Committee shall be established composed of no more than eight (8) University-selected members and eight (8) Union-selected employees. The Committee shall be chaired by the Director of the Office of University Safety (or his/her designee). One of the Union-selected members shall be designated by the Union as Chief Union Safety Steward for Local 34 and one Union-selected member shall be designated by the Union as Chief Union Safety Steward for Local 35, for the purpose of serving as a focal point for communications and coordination of activities addressed by this Article. This committee will meet monthly, or at a schedule determined by the Committee, to review, discuss, and make recommendations related to safety and health issues at the University. By mutual agreement, the Local 34 and Local 35 portions of the Committee may meet separately with University-selected members of the Committee in lieu of the regular monthly meeting. The two Chief Union Safety Stewards shall meet with the Director in advance of the meetings to discuss the agenda. Committee meetings shall normally be held during working hours, including a one (1) hour preparation period prior to the meeting and employees serving on this Committee will be paid by the University for any of their work time spent at meetings of such Committee, or carrying out functions authorized by the Committee during their normally scheduled work hours.

Among other things, the Committee shall:

1. Make recommendations for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful work practices. Make recommendations regarding safety and security in parking areas and the areas employees use to and from such parking areas.
2. Review and analyze all reports of occupational injury and illness to employees.
3. Recommend rules and procedures for the prevention of accidents and illness and for the promotion of the health and safety of employees.
4. Recommend topics for safety and health training of Supervisors, Union Stewards, and employees.
5. Distribute information to employees designed to educate and inform employees with regard to their health and safety while at work for the University.

The University shall within a reasonable time after the Committee makes a recommendation advise the Committee that it intends to accept the recommendation in full or in part, and on what timetable; or that it does not intend to accept the recommendation in full or in part, and the reason(s) for that decision not to accept; or that it needs more time to consider the recommendation.

Section 19.5

Upon request, the University shall provide to employees or the Union available, relevant information regarding substances in the work place or equipment design.

Section 19.6

Upon request, and except to the extent limited by applicable laws or regulations with the force of law, the University shall provide the Union available, relevant

Classification Seniority, provided operational requirements so permit and provided he or she is qualified to perform the work. It shall then be offered in descending order of Classification Seniority to qualified employees, with the least senior qualified employee required to accept.

G. When there is a permanent transfer under Section 10.2C. in a work unit, preference shall be given to the employee in that work unit having the most Classification Seniority, provided operational requirements so permit and provided he or she is qualified to perform the work. It shall then be offered in descending order of Classification Seniority to qualified employees with the least senior qualified employee required to accept.

Section 18.4

A. All duly elected and duly authorized Officers, Trustees, Stewards, and members of the Executive and Negotiating Committees of the Union shall have preferential seniority standing with respect to permanent layoffs. In deciding questions of seniority among these groups, preference shall be given in the following order: first, President, Vice-President, Treasurer, Recording Secretary, Chief Steward, Sergeant-at-Arms; and second, Stewards; and third, members of the Executive Board; and fourth, members of the Negotiating Committee.

The seniority standing of the individuals within each of the above groups in relation to each other shall be determined according to University Seniority except that the first group shall be in the order stated.

B. The six (6) Union officers shall have preference with respect to seniority in the selection of summer job vacancies for which they may be qualified if their regular jobs are not scheduled that summer.

Section 18.5

The University will check the list of employees in the bargaining unit with the Secretary of the Union to make sure any inaccuracies are corrected. The University will also send to the Union each quarter a list of the names of all current employees in the bargaining unit.

ARTICLE XIX

Safety

Section 19.1

The University agrees to provide a place of employment that shall be safe and healthy for the employees. The University shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such place of employment safe, and shall do every other thing necessary to protect the life, health, and safety of the employees. The University shall repair and maintain every place of employment so as to make it safe. The term "safe" or "safety" as applied to any employment or place of employment shall include personal security and shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health, and safety of employees.

Section 19.2

The University shall comply with legal regulations regarding safety of working conditions. Employees shall observe reasonable safety rules and shall report

subject to the provisions of Section 2.3D. of this Agreement; however, no such employee, while holding a job outside the bargaining unit, may bid against a bargaining unit employee for a bargaining unit job.

D. 1. If an employee leaves a particular department but remains a bargaining unit employee, and later returns to that department, the employee's department seniority shall include the length of earlier service in that department.

2. If an employee leaves a particular classification but remains a bargaining unit employee, and later returns to that classification, the employee's classification seniority shall include the length of earlier service in that classification.

Section 18.3

The above types of seniority shall be applied as indicated below:

A. When an employee is unable to perform in his or her regular job title due to a permanent partial disability or a temporary partial disability expected to last more than thirty (30) consecutive calendar days, he or she may replace the employee with the least University Seniority in any other job title in which he or she is able and qualified to perform the work. The employee so replaced shall be subject to the provisions of Section 18.3B. below.

B. When it is necessary, because of lack of work, to permanently lay off an employee in any job title, the order shall be from those with the least Classification Seniority within that job title to those with the most. An employee so laid off may replace the employee with less University Seniority in any other job title in the same or a lower labor grade provided he or she is qualified to perform the work.

C. When there is a recall after layoff, an employee qualified to perform the work available shall be reinstated to University employment in the order of his or her University Seniority.

D. When two or more employees apply for a posted job vacancy under Section 10.1, preference shall be given to the employee having the most University Seniority provided he or she is qualified to perform the work.

E. When there is a temporary promotion under Section 10.2A. in a work unit, preference shall be given to the employee in that work unit having the most Classification Seniority provided operational requirements so permit and provided he or she is qualified to perform the work. It shall then be offered in descending order of Classification Seniority to qualified employees, with the least senior qualified employee required to accept. However, for temporary promotions for Grill Workers and Display Cooks the following will apply: When management decides to fill a temporary vacancy they will do so in the following manner and order: 1) The first offering will be to the most senior trained individual who is physically in the unit and on the unit list for the classification; and then in descending seniority order to those trained and physically in the unit. 2) To a trained individual on the unit list for the classification who is not scheduled to work at that time. If there is more than one trained individual not scheduled to work, then work will be offered in seniority order. 3) To any other DA/PW, PW, or LG3 Rounds worker in the unit as assigned by management. All PW, PW/DA and Rounds individuals in each unit may be required to perform display cooking and or grillwork on a limited basis.

F. When there is a temporary transfer under Section 10.2B. in a work unit, preference shall be given to the employee in that work unit having the most

Section 18.1

Employees shall accumulate the following categories of seniority:

- A. University Seniority Length of continuous service with the University within the bargaining unit.
- B. Department Seniority Length of continuous service in a particular department of the University as set forth in Section 1.1 of this Agreement.
- C. Classification Seniority Length of continuous service in a particular job classification as listed in Exhibit A.

Section 18.2

A. An employee shall continue to accumulate seniority during:

- 1. Time spent in the Armed Services of the United States or of the State of Connecticut, or under Leave of Absence granted for active training service.
- 2. Periods of Absence because of illness or injury provided the employee has notified his or her supervisor.
- 3. Leave of Absence granted, provided the Union agrees thereto, for a period not to exceed one (1) year except in unusual circumstances and except for absences on account of illness or injury covered by Worker's Compensation.
- 4. Long-term disability subject to the following: if an employee who is on a Leave of Absence or any renewal thereof pursuant to Section 8.5 of this Agreement begins to collect under the Long-Term Disability policy, the employee shall continue to be covered by such Leave of Absence or renewal until its expiration, except that the employee shall no longer earn floating holidays, vacation, or sick leave or collect holiday pay. After expiration of such Leave of Absence or extension, the employee shall cease to accrue seniority, but shall retain accrued seniority, which may be exercised in the event the employee becomes able and qualified to return to active employment prior to expiration of a five- (5) year period following the end of the Leave of Absence or renewal thereof. Such an employee may return to a vacancy for which the employee is qualified in the same or lower labor grade that the employee previously occupied.

B. An employee shall retain his or her seniority rights during any period in which the employee is laid off for lack of work or his or her employment has been terminated for reasons in no way the employee's fault, provided:

- 1. The employee is reinstated within a period of one (1) year or,
- 2. The employee is reinstated after such one-year period but works for a continuous period of one (1) year following reinstatement;
- 3. The employee shall not accumulate seniority during the period in which he or she is so laid off.

C. An employee shall lose his or her seniority for the following reasons:

- 1. If the employee quits, or if the employee is discharged for just cause.
- 2. If the employee fails to return to work within the period designated in his or her recall notice or is laid off for a period in excess of one year, except as modified by subparagraph 2. of paragraph B. above.
- 3. If the employee is promoted or transferred to a University job outside of the bargaining unit and holds such job for a period of twelve (12) or more consecutive months. An employee promoted or transferred to a University job outside of the bargaining unit for a period of less than twelve (12) consecutive months shall be

settle the grievance, such fees and expenses shall be borne equally by the Parties.

C. Any briefs to be filed shall be filed within fourteen (14) days after the end of the hearing, except by mutual agreement to extend such deadline.

D. The Arbitrator shall issue the award in the case within thirty (30) days after receipt of the briefs, unless the Arbitrator has requested and received the permission of both Parties for an extension of such deadline.

Section 16.4

A. The Arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement.

B. The award of the Arbitrator shall be final and binding on the Parties.

Section 16.5

Upon request of either party, both the Step 3 hearing and the arbitration hearing on any grievance regarded by either party as urgent shall be expedited.

ARTICLE XVII

Discipline and discharge

Section 17.1

The University retains the right to discipline and discharge employees for just cause. Disciplinary action shall be administered by the University in the presence of the employees' steward and/or department steward, unless the employee requests otherwise. After fifteen (15) months of no further infractions, the University will remove the latest infraction from an employee's personnel file and all prior infractions issued for the same category will remain in the employee's file but shall not be used as a basis for increasing any progressive discipline for violations of a similar degree. The parties further agree that the fifteen (15) months may be reduced to twelve (12) if the parties agree to do so. No disciplinary action shall be issued for any offense known or that should have been known to the University, which occurred more than thirty (30) scheduled working days prior to the date of the disciplinary action.

Section 17.2

An employee who is absent from work for five (5) or more consecutive working days without notifying his or her supervisor shall be deemed to have voluntarily resigned his or her employment with the University, except in unusual circumstances.

Section 17.3

If the Union wishes to protest the propriety of the University's action in any case involving suspension or discharge, it must within ten (10) working days after the University's action submit a grievance in writing in accordance with the Grievance Procedure (Article XV) of this Agreement. In such case the grievance need not be presented to the immediate supervisor but may be submitted directly to the Department Head in Step 2.

ARTICLE XVIII

Seniority

collective bargaining agreement, as to how the grievance would be decided if it went to arbitration.

E. The fees and expenses of the mediator shall be borne equally by both the Union and the University.

F. The Parties shall reserve the right to arbitrate any grievances. Such grievances may be arbitrated by the mediator if mutually agreed to by the parties. Otherwise, the services of an arbitrator as outlined in Article XVI will be utilized. Nothing said by the mediator in any advisory award or mediation procedure shall be used by either Party in the event the case proceeds to arbitration.

G. Nothing herein shall be construed to modify or amend the time limits set forth in Articles XV and XVI of this Agreement.

ARTICLE XVI

Arbitration

Section 16.1

Arbitration proceedings shall be conducted under the rules and regulations, as amended, of the Federal Mediation and Conciliation Service (FMCS), which Rules are hereby incorporated by reference.

Section 16.2

A. The Party demanding arbitration, after giving the written notice required by Section 15.1, Step 4 of this Agreement shall promptly arrange to meet with the other party for the purpose of randomly selecting an arbitrator from the designated panel. If a named arbitrator cannot ordinarily provide hearing dates within sixty (60) days, then the parties shall negotiate to substitute or add to the list of named arbitrators on the designated panel. Such subtraction or addition shall be by mutual agreement or by a striking procedure from an FMCS panel as described herein.

The parties may dismiss an arbitrator from the designated panel by mutual agreement. The parties will select a replacement within sixty (60) days.

B. Hearings shall normally be held on campus at a mutually agreeable time.

C. The Panel of Arbitrators shall consist of the following:

Tim Bornstein	Parker Denaco
Tia Denenberg	Joan Dolan J.
Larry Foy	Sharon Ellis
Linda Franklin	Roberta Golick
Richard Higgins	Mark Irvings
Craig Overton	Jeffrey Selchick
Michael Stutz	

Section 16.3

A. Each Party shall bear the expenses of its representatives and witnesses.

B. The fees and expenses of the arbitrator shall be paid by the losing party if the grievance is denied in total, or if the grievance is not either denied or granted in total, by the parties as specifically allocated by the Arbitrator. The Parties jointly shall advise the Arbitrator of this provision of the Agreement at the start of the hearing regarding any grievance. If the parties commence an arbitration hearing but then

Union's Grievance Committee shall be composed of the Chief Steward, The President, The Department Steward and the Steward from the grievant's department. The Director of Labor Relations or his or her designated representative shall give his or her written answer to the grievance within ten (10) working days after the close of the discussion. If the grievance is denied, the written answer shall give the reasons for the denial including a brief explanation of the basis for the conclusion that this Agreement has not been violated.

STEP 4:

If the grievance is not settled in Step 3, either Party may, upon written notice given to the other Party, within 20 (twenty) working days after the receipt of the written answer in Step 3, submit said grievance to arbitration in accordance with the procedure and conditions set forth in the Arbitration provisions of this Agreement.

Section 15.2

The time limits herein set forth may be extended by mutual consent in writing. Absent such extension, if either Party fails to meet any time limit, the grievance shall be considered settled in favor of the other party.

Section 15.3

If the University claims that the Union has violated any provision of this Agreement, it may present a grievance to the Union, in writing, and if the Parties fail or are unable to settle it, the University may appeal it to arbitration, in accordance with the Arbitration provisions of this Agreement.

Section 15.4

A grievance which affects a substantial number or class of employees, and which the University's representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 within thirty (30) working days after it occurs or, by agreement between the parties, the Union may submit such grievance directly to Step 3.

Section 15.5

Any grievance concerning subcontracting shall proceed directly to Step 2 and be processed quickly and expeditiously and given first priority by both Parties.

Section 15.6

The Union's Business Agent may participate at any step of the grievance procedure.

Section 15.7

Periodically, if there is an accumulation of unresolved grievances pending arbitration, the Parties shall use the following procedure:

- A. On a departmental basis, the grievant, Department Steward, Union Business Manager, Business Agent, Chief Steward, and/or the President shall meet with the department manager and/or supervisor with representatives of the Labor Relations Department.
- B. Both sides will be encouraged to settle, compromise, and/or negotiate a mutually satisfactory settlement.
- C. Should a grievance remain unresolved, the Parties shall have the option to mutually submit unresolved grievances to informal mediation.
- D. The parties shall agree on a mediator who shall work with the parties to settle the grievance in a mutually satisfactory fashion. If no settlement is possible, the mediator would give the parties an immediate oral advisory opinion, based on the

ARTICLE XV

Grievance procedure

Section 15.1

The purpose of this Article is to provide an orderly method for the expeditious settlement of a dispute between the Parties over the interpretation, application, or claimed violation of any of the provisions of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be presented promptly within fifteen (15) working days after it arises and be processed in accordance with the following steps, time limits, and conditions herein set forth.

STEP 1:

A. The employee with his or her Shop Steward shall first orally take up his or her grievance with his or her immediate supervisor, or with the supervisor responsible for the grievance, at a mutually convenient time. The Supervisor shall give his or her oral answer to the grievance within three (3) working days after the close of the discussion.

B. If the grievance is not settled in the oral stage, the aggrieved employee may reduce it to writing, on a form to be provided by the University for that purpose. If the aggrieved employee is unwilling to file a grievance and such failure will prejudice the rights of other employees, the Business Manager, the Business Agent, the Chief Steward, or the President of the Union may file a grievance in writing on said form and in accordance with this procedure, on behalf of such aggrieved employee. The written grievance shall contain the name and job title of the grievant; the date of the incident complained of; the Section of the Agreement allegedly violated, improperly applied, or misinterpreted; the facts that constitute the wrong complained of; and the relief sought by the grievant.

The foregoing shall in no way prevent the Union from amending or modifying the written grievance up to and including Step 3 of the Grievance Procedure. The form shall be signed by the aggrieved employee, dated and given within three (3) working days after the receipt of the oral answer of the Supervisor, to the Supervisor who shall within three (3) working days after the receipt of the written grievance give his or her written answer to the grievance.

STEP 2:

If the grievance is not settled in Step 1, the Union may appeal it, by giving a written notice of such appeal within 5 (five) working days after the receipt of the written answer of the Supervisor, to the Department Head who shall discuss it with the Union's Chief Steward, the Department Steward, the Steward, and the Grievant within 10 (ten) working days of the Department Head's receipt of the Step 2 grievance. The Department Head or his or her designated representative shall give his or her written answer to the grievance within 5 (five) working days after the close of the discussion.

STEP 3:

If the grievance is not settled in Step 2, the Union may appeal it, by giving a written notice of such appeal within seven (7) working days after the receipt of the written answer of the Department Head or his or her designated representative, to the Director of Labor Relations who shall discuss it with the Union's Grievance Committee at a mutually convenient time within fifteen (15) working days. The

Union business with employees within the bargaining unit providing that there shall be no undue interference with the work of the employees.

C. The Parties shall jointly select a bilingual employee who is not a Department Steward and who is capable of speaking, reading, and writing both English and Spanish. The employee so selected shall be known as the "interpreter" and shall have the privilege to be absent from work for up to four (4) hours per week at a mutually convenient time to act as an interpreter for Spanish-speaking employees who speak little or no English: (1) at grievance meetings with grievants or with representatives of the University, involving a grievant who speaks little or no English, or (2) at other meetings with representatives of the University where the University requires an employee who speaks little or no English to be present. The interpreter shall be paid by the University at his or her Base Hourly Rate for up to four (4) hours per week while performing in accordance with this section.

ARTICLE XIII

Bulletin Boards and Insignia

Section 13.1

The University will permit the reasonable use by the Union of the regular employee bulletin boards of the University for the purpose of notifying members of the Union of:

1. Meetings of the Union
2. Union elections
3. Social, educational, or recreational affairs of the Union.

Section 13.2

The University shall provide an adequate number of bulletin boards in conspicuous locations for use by the Union.

Section 13.3

All employees shall have the right to wear Union buttons evidencing union membership while on duty.

ARTICLE XIV

No Strike/No Lockout

Section 14.1

The Union shall not collectively, concertedly, or individually engage in or participate directly or indirectly in any strike, slowdown, stoppage, or any other interference with or interruption of the work or operations of the University during the term of this Agreement; and the University shall not lock out any of the employees in the bargaining unit during the term of this Agreement.

Section 14.2

Employees who violate these provisions shall be subject to disciplinary action including discharge; and any claim by either Party against the other of a violation of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.

has authorized such deductions and whose dues are not deducted in any month but who remains in the University's employment, the University shall make a double deduction the following month in two (2) separate weeks. The University shall remit monthly to the Secretary-Treasurer of the Union a check for the amount so deducted, accompanied by a list including the names of employees for whom deductions have been made. In addition, the University shall mail to the Union each month an alphabetical list of all regularly scheduled employees in bargaining unit jobs.

B. The Union shall indemnify the University and hold it harmless for any amounts that it is compelled to repay to any employee as a result of a claim that an amount was improperly paid to the Union.

C. The University shall mail to the Union each month a list of Yale student employees scheduled to work in that month.

ARTICLE XII

Relations between the University and the Union

Section 12.1

The University will make reasonable arrangements to enable the Business Manager, Business Agent, President, or Chief Steward of the Union to confer with its members during working hours. Such conferences shall not unduly interfere with the employee's work schedule. Arrangements for such conferences shall be made by the Business Manager, Business Agent, President, or Chief Steward of the Union with the Director of Labor Relations or the appropriate department head or the employee's immediate supervisor.

Section 12.2

A. Representatives of the Union who are employees shall have the right to confer with employees during working hours provided that there shall be no undue interference with the work of the employees and provided that arrangements with the employees' immediate supervisors are made.

B. The University shall grant one (1) Officer designated by the Union a leave of absence as provided in Article VIII of this Agreement for the duration of his or her election to that position. The University will pay fifty per cent (50%) of his or her regular weekly earnings (without overtime) and the Union will pay the other fifty per cent (50%).

In addition, one (1) Department Steward in each Department shall be allowed up to four (4) hours per week, with pay from the University, at a mutually convenient time, for investigation of grievances and communicating with members in his or her department. In the Departments of Dining Services there shall be two (2) Department Stewards, one (1) of which shall be allowed up to eight (8) hours per week, and the other shall be allowed up to four (4) hours per week with pay from the University, for these purposes. The additional four hours may be rotated between the two (2) stewards with prior coordination with management; and in Custodial Services, there shall be three (3) Department Stewards (one for Residential Colleges and the Central Campus, one for the Science Area, and one for the School of Medicine) who shall be allowed up to four (4) hours per week, with pay from the University, for these purposes. The aforementioned Department Stewards shall be privileged to conduct

grievances, hire, discipline or discharge, or advance or promote, or effectively recommend such actions for the employees they lead. In the case of a temporary appointment, the notice required by Section 10.1D. of this Agreement shall state the prospective duration of the appointment. Appointment to a position of Leadperson shall in no way affect an employee's seniority in the bargaining unit or his or her membership in the Union.

B. An employee appointed to the position of Leadperson shall receive his or her Base Hourly Rate plus a premium per hour per Exhibit A for each hour worked as a Leadperson, and Watch Engineers, in accordance with that departmental agreement shall receive his or her Base Hourly Rate plus the Watch Engineer Lead Person premium per hour per Exhibit A

C. For the purpose of determining vacation pay under Section 6.2 of this Agreement, any employee who has worked as a Leadperson for at least six (6) months during the twelve- (12) month period immediately preceding the commencement of his or her vacation period shall receive vacation pay based on his or her Leadperson rate.

D. For the purpose of determining sick leave pay under Section 7.2 of this Agreement, any employee temporarily assigned as a Leadperson shall receive sick leave pay based on his or her Leadperson rate only for that portion of his or her illness that occurs while the employee is serving as a Leadperson and in no case beyond the expiration date of the temporary assignment as a Leadperson.

Section 10.4

Supervisory or Management Positions

The University shall notify the Union in writing whenever an employee is promoted to a supervisory or managerial position.

ARTICLE XI

Union security

Section 11.1

Union Membership

All regularly scheduled employees, including student employees, as a condition of continued employment within the bargaining unit, shall acquire membership in the Union thirty (30) days after their date of hire or thirty (30) days after the effective date of this Agreement, whichever is the later, and shall retain such membership for the term of this Agreement; provided, that such membership is available to any employee on the same terms and conditions generally applicable to other members, and that such membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining such membership.

Section 11.2

Union Dues, Fees, and Assessments

A. The University shall, to the extent duly authorized by instruments of assignment, deduct the dues, fees, and assessments payable to the Union from the wages of each employee who shall in writing authorize the University to make such deductions. Such authorization may be revoked by the employee only during the last fifteen (15) days of August of any year during the life of this Agreement. For any employee who

will also promptly inform employees who have applied but who have not been accepted concerning the reason why they were not chosen.

E. Once posted, a job shall be filled within a reasonable time, and shall not be rescinded except for cause.

F. Employees are restricted from bidding on temporary job vacancies in the employee's labor grade or a lower labor grade to no more than one (1) time every nine (9) months, except where the employee is applying for the job because of bona fide health problems, for an increase in hours of at least twenty-five percent (25%), or for training purposes. An employee who wishes to bid on vacancies in the employee's labor grade or a lower labor grade for training purposes will request in advance the permission of the department head where the employee desires to work. Such request shall not be unreasonably denied.

G. An employee who has bid on and accepted more than four (4) permanent job vacancies or temporary job vacancies of more than six (6) months in the immediate previous two (2) years may not bid on permanent job vacancies in the employee's labor grade or a lower labor grade, except where the employee is applying for the job because of bona fide health problems, or for an increase in hours.

Section 10.2

Other Job Vacancies

A. When it is necessary for the University to temporarily promote an employee for two (2) or more hours, the employee shall be paid the appropriate rate under Sections 2.1B.1. or 2.1B.3. of the job to which he or she is temporarily promoted for the entire day on which such temporary promotion is made. The selection of the employee temporarily promoted shall be made in accordance with Section 18.3E.

B. When it is necessary for the University to temporarily transfer an employee for ten (10) or more but less than thirty (30) days, the selection of the employee temporarily transferred shall be made in accordance with Section 18.3F.. If the temporary transfer is expected to last thirty (30) days or more, it shall be posted in accordance with Section 10.1A.

C. When it is necessary for the University to permanently transfer an employee, the selection of the employee permanently transferred shall be made in accordance with Section 18.3G.

Section 10.3

Leadpersons

A. Leadpersons may be appointed by the University on a temporary or permanent basis and such appointment shall be made in accordance with Section 10.1 and Section 18.3 of this Agreement. Prior to the selection of any bidder, the University shall notify the Union of those who have bid for the job. After consultation with the Union, the University shall select the best-qualified candidate from those who have applied. The University may revoke its selection of any Leadperson in the event that the employee fails to properly discharge the duties of the position. Leadpersons, in addition to their regular job duties, shall, at the direction of their supervisors, direct the work of and assign tasks to employees; determine the manpower and material requirements and the means and methods to be used in accomplishing work assignments; secure materials, supplies, and equipment; and train and instruct employees. Leadpersons shall not have the responsibility and authority to handle

classification.

Section 9.2

It shall be the responsibility of any employee who is laid off for lack of work to keep the University informed as to his or her current address. In the event that the University is to recall the employee to work, it shall give him or her written notice at his or her last known address, a copy of which shall be mailed to the Union. The employee's rights to recall shall be forfeited in the event that he or she does not appear for work within ten (10) working days after the sending of such written notice. The seniority rights with respect to recall of any employee who is laid off for lack of work shall terminate twelve (12) months after the date of such layoff.

Section 9.3

Except in cases of legitimate emergency and other unforeseen eventualities, the University shall notify the Union sixty (60) days in advance of a permanent general layoff of employees and will consult with the Union regarding the impact of such layoff before it is implemented. For the purpose of such notice a general layoff shall be considered to be any layoff involving more than two (2) employees in any department of the University during any calendar quarter. Nothing contained herein shall curtail the right of the University to transfer personnel to any other job within the University, subject to the other terms and provisions of this Agreement.

ARTICLE X

Job vacancies

Section 10.1

Posted Job Vacancies

Qualified employees shall be given preference for jobs listed in Exhibit A when job vacancies are available.

A. Notices of jobs available and the dates they are to take effect will be posted on the employee bulletin boards on a University-wide basis for a period of not less than ten (10) days, and copies of such notices will be mailed to the Union at the time they are posted. These notices shall be posted immediately, both in the case of permanent jobs and in the case of temporary jobs expected to last thirty (30) days or more. Action with respect to filling available jobs will be taken within two (2) weeks after the deadline for filing applications for such job except that in cases in which an effective date for the job is posted, action shall be taken on or before such effective date.

B. An employee interested in being considered as a candidate for a job vacancy posted in accordance with the provisions of this Section may bid for that job in writing on a form to be provided by the University for that purpose. If an employee desires to withdraw a bid once made, the withdrawal shall be made in writing.

C. Except in emergencies and after consultation with the Business Manager or Business Agent or President or Chief Steward of the Union, no person will be hired for such job until notice of availability of such job has been posted for ten (10) days.

D. The University will notify the Union of the names of the employees who have applied and the names of the applicants who have been employed for any such jobs promptly after the job has been awarded. The proper representative of the University

Benefits shall be terminated and shall be deemed to have resigned.

ARTICLE IX

Layoff

Section 9.1

A. No employee, as defined in Section 1.2 A. and Section 1.2 B. of this Agreement, shall be involuntarily terminated, laid off, have their classification, hours of work, or rate of pay reduced due to subcontracting, now or at any time during the term of this Agreement.

B. No employee, as defined in Section 1.2 A. and Section 1.2 B. of this Agreement who is on the regular payroll as of the signing of this Agreement shall be involuntarily terminated, laid off, have their classification, hours of work or rate of pay reduced during the term of this Agreement, except for annual temporary seasonal layoffs, provided that nothing herein shall impair the University's right to suspend, discipline or discharge employees for just cause. For the purpose of this section, an employee on temporary seasonal layoff, as of the signing of this Agreement, shall be deemed to be on the regular payroll. The provisions of this section shall not be applicable in the event of war, national emergency, or any cause, which drastically curtails the number of students attending the University or the services rendered by the University.

C. No employee as defined in Section 1.2 A. and 1.2 B. of this Agreement who is not yet on the regular payroll as of the signing of this Agreement shall be laid off or have their hours of work reduced during the term of this Agreement except for annual temporary seasonal layoffs, shut-down of an operation or work unit, the service performed by bargaining unit employees is to be discontinued or there is a significant technological change, provided that nothing herein shall impair the University's right to suspend, discipline or discharge employees for just cause.

D. In no case shall any employee, as defined in Section 1.2 A. and 1.2 B., of this Agreement, be involuntarily terminated from University employment due to staff reductions.

E. When any unit is under consideration to be closed or service is under consideration to be discontinued or substantially diminished, the University will consult with the Union as soon as possible, but in no case less than three (3) months in advance of giving notice of layoff, to permit employee input on ways to improve the unit's financial and operational situation. The University will give good faith consideration to employees' suggestions.

F. When a service is being discontinued or reduced, after the provisions of Article XVIII have been exhausted, the University may require the affected employee to bump into another job classification in the same labor grade or a lower labor grade for which he/she is qualified. The bumping employee may displace a person with less University seniority in any other job title for which he/she is qualified provided he/she may not displace an employee with ten (10) or more years of service. The bumping employee will carry his or her salary and labor grade to the new position. Employees who have been forced to bump to another classification will be restored to the original classification by seniority as vacancies arise in the original

absence shall not be covered by the contributory employee benefits during the period covered by the leave unless the employee elects to make direct premium payments to the University to continue his or her coverage during the period of leave of absence. Upon such direct payments, the University shall continue to pay its share of the premium. Arrangements for such direct premium payments must be made with the Benefits Section of the Human Resources Department by the employee. The University shall continue to pay the premiums for non-contributory benefits for an employee on leave of absence.

E. Payroll Deductions: Except for an employee entitled to pay under the terms of this Agreement, an employee on leave of absence shall not be subject to any payroll deductions since such an employee shall not be receiving any pay from which such deductions can be made.

F. Other Rights and Privileges: An employee on leave of absence shall be entitled to the rights and privileges conferred upon an employee by the provisions of this Agreement. An employee on leave of absence shall be treated as if he or she were actively at work and not on leave of absence for the purpose of earning floating holidays, vacation, and sick leave in accord with Sections 5.1, 6.1, and 7.1, respectively.

G. Work from Another Employer: An employee on leave of absence may not accept work from another employer during the period covered by the leave, without the express approval of the University.

H. Unemployment Compensation Benefits: An employee on leave of absence may not apply for Unemployment Compensation Benefits in Connecticut, or in any other state during the period covered by the leave.

I. Return to Work: An employee on leave of absence shall be expected to return to work on or before the "Expected Return Date" set forth in his or her initial application, or any subsequently granted extension. If the employee has been on a disability, Worker's Compensation, or pregnancy leave of absence, such employee shall be required to produce proof, before he or she returns to work, that he or she is physically fit to return to regular duty. In the event of a disagreement between an employee's doctor and a doctor designated by the University regarding an employee's fitness to return to the employee's former position and/or the employee's return to any work for the University, the opinion of a mutually agreeable third doctor shall be obtained, and the return to work decision shall then be made by the University doctor. That decision shall be based upon the preponderance of evidence from the three (3) opinions. Upon returning to work the employee shall be restored to the then appropriate Base Hourly Rate for the former job title, and shall be assigned to the first vacancy that may occur in that job title subsequent to the date of return from the leave of absence.

J. Termination: An employee on leave of absence who (1) except in unusual circumstances fails to return to work on the "Expected Return Date" set forth in his or her initial application or any subsequently granted extension, or (2) except in unusual circumstances or on account of an illness or injury compensable under Worker's Compensation, fails to return to work after one (1) year from the date his or her initial leave commenced, or (3) accepts work from another employer without the express approval of the University, or (4) applies for Unemployment Compensation

difference between the military compensation for such duty and the employee's regular hourly rate multiplied by his or her regularly scheduled hours. In no case shall the employee's privilege extend beyond four (4) weeks' pay in any two (2) consecutive calendar years.

Section 8.4

Union Business

A. A leave of absence of up to eight (8) years may be granted to any four (4) bargaining unit employees elected or hired by the Union to full-time positions. Any such leave may be renewed for a period of eight (8) years from January 1, 2002. An employee on leave of absence for this purpose shall continue to accumulate seniority, and upon returning to work the employee shall be restored to the then appropriate Base Hourly Rate for the former job title, and shall be assigned to the first vacancy that may occur in that job title, subsequent to the date of return from the leave of absence. The provisions of Section 8.5 D. will not apply to leaves of absence under this paragraph. However, the employees may continue coverage under the retirement plan, or any portion of the insurance plans provided by this Agreement upon payment by the employees or the Union to the University the actual costs incurred by such coverage.

B. A leave of absence commencing six (6) months prior to the expiration of this agreement and terminating one (1) month after a successor agreement is reached may be granted to any three (3) bargaining unit employees elected or hired by the Union to full-time positions. An employee on leave of absence for this purpose shall continue to accumulate seniority, and upon returning to work the employee shall be restored to the employee's bargaining unit position. The provisions of Section 8.5 D. will not apply to leaves of absence under this paragraph. However, the employees may continue coverage under the retirement plan, or any portion of the insurance plans provided by this Agreement upon payment by the employees or the Union to the University the actual costs incurred by such coverage.

Section 8.5

Leave of Absence

A. Period: An employee who expects to be absent from work for more than thirty (30) consecutive calendar days for good cause may be granted, upon proper application in writing on a form to be provided by the University for that purpose, a leave of absence of not more than one year in total duration.

B. Extensions: In the event that an employee on leave of absence is unable to return to work on or before the "Expected Return Date" set forth in his or her initial application, the employee may apply for an extension in the same manner as provided for in the initial application, but in no case shall the total duration of the initial leave and any subsequently granted extensions exceed one year, except in unusual circumstances and except for absences on account of illness or injury covered by Worker's Compensation..

C. Pay: Except for an employee entitled to holiday pay, vacation pay, or sick leave pay under the terms of this Agreement, an employee on leave of absence shall not be paid by the University for any day during the period covered by the leave.

D. Employee Benefits: (Health, Life Insurance, and Pensions). Except for an employee entitled to pay under the terms of this Agreement, an employee on leave of

pay under false pretenses is subject to discharge.

Section 7.4

An employee, upon his or her request, may receive a written statement of his or her record of accumulated sick leave days.

Section 7.5

Any employee who is ill and receiving sick leave at the end of any calendar year shall be entitled to the unused portion of his or her sick leave allowance for that year plus his or her basic allowance for the next calendar year, to be used, if necessary, before the employee's return to work in the next calendar year. In the year in which such employee returns to work, the employee will be entitled to his or her sick leave allowance for such year minus the used portion of his or her basic allowance.

Section 7.6

In view of these provisions for sick leave pay, an employee shall give reasonable assistance in covering duties ordinarily performed by employees who are absent. In no case, however, shall an employee be expected to perform more than a normal day's work. An employee shall notify his or her supervisor or department head promptly in case it is necessary for the employee to be absent.

ARTICLE VIII

Leaves

Section 8.1

Death in Family

An employee, as defined in Section 1.2 A. and Section 1.2 B. of this Agreement, is entitled to be absent without loss of pay in the event of death in his or her immediate family from the day of death until no more than two (2) days after the day of the funeral inclusive, providing that such absence does not exceed three (3) days. Pay for such absence shall be the employee's regular hourly rate multiplied by his or her regularly scheduled hours. Paid time under this section shall be counted as time worked for purposes of computing overtime pay. This provision will apply only in the case of the death of the employee's wife or husband, domestic partner, child, mother or father, brother or sister, mother-in-law, father-in-law, grandparent, grandchild or a person in an equivalent relationship. Should the death of any relative covered by this section occur while an employee is on paid vacation, the employee will be credited with additional vacation days to the same extent that paid funeral leave would have been granted pursuant to this section.

Section 8.2

Jury Duty

An employee, as defined in Section 1.2 A. of this Agreement, who is required to be absent from work because of jury duty is entitled to supplemental pay equal to the difference between the juror's compensation for such duty and the employee's regular hourly rate multiplied by his or her regularly scheduled hours.

Section 8.3

Military Duty

An employee, as defined in Section 1.2 A. of this Agreement, who is in the reserves of the Armed Forces of the United States or the State of Connecticut, who is required to be absent for military reserve duty is entitled to supplemental pay equal to the

not be made.

D. **Death Benefits:** Should an active employee who has completed one (1) or more years of service die while on the active payroll of the University, the estate shall be paid any unused accumulated sick leave pay that would have been payable to the employee had the death not occurred.

E. **Retirement:** An employee retiring on or after November 1, 2003 will be paid out 25% of the employee's accumulated sick time at retirement and the 75% balance will be applied toward the employee's years of service as specified below. Any employee retiring on or after January 20, 2008 will be paid out 50% of the employee's accumulated sick time at retirement and the 50% balance will be applied toward the employee's years of service as specified below. Such retiring employee shall receive additional pension service credit for the amount of calendar time covered by working days equal to the balance of accumulated unused sick leave days that the employee may have. There shall not be any actual pay for the balance of such accumulated unused sick leave. An employee who terminates while vested but does not yet collect a pension benefit from Yale shall have such time added to his or her pension service credit for all purposes. An employee who terminates while vested and begins immediately to collect a pension benefit from Yale may either retire earlier than otherwise by an amount of time equal to the sick leave credit provided in this paragraph, and begin immediately to collect a pension in the same amount that the employee would otherwise have received if retiring at the scheduled time, or may retire at the scheduled time and receive additional service credit based upon the additional credit provided by this paragraph. Although no pay will be received for the amount of additional credit provided by this paragraph, the employee's pension amount will not be reduced because this period of additional credit is unpaid.

F. Except as provided in D. and E. above, the sick leave provisions of this Agreement shall not be used in any manner as terminal leave pay at the time of an employee's retirement or severance of his or her relations with the University.

Section 7.2

A. Sick leave pay shall be an employee's regular hourly rate multiplied by his or her regularly scheduled hours.

B. A paid sick leave day shall be counted as a day worked for purposes of computing overtime pay.

Section 7.3

To qualify for sick leave pay, an employee is required to be in fact unable to work due to illness or injury, or if able to work, that medical attention was required that day to continue working. The University may in its discretion require an employee to submit proof from a health care provider (i.e. doctor, nurse, physicians assistant, pharmacist) that his or her absence was necessary and due to illness or injury. Prior to requesting medical proof, if either party detects a pattern or evidence of excessive absenteeism, a meeting with a supervisor and union representative will immediately take place to review the circumstances and share the results with the employee. The employee will be advised that further abuses may lead to disciplinary action and the requirement to submit proof from a health care provider for further absences. The University may also require proof before an employee returns to work that he or she is physically fit to return. Any employee who is found to have obtained sick leave

each year, the University shall give each employee an opportunity to make known his or her vacation preference for the following calendar year. An employee who does not make known his or her vacation preference during this period may be assigned a vacation by the employee's supervisor. Controversies between employees who choose the same vacation periods shall be resolved on the basis of their respective department seniority. No later than December 15 in each year, the vacation schedule for the following calendar year shall be posted in each work unit.

Section 6.5

An employee may elect to omit some or all of his or her vacation in any year and add the portion so omitted to his or her vacation for the ensuing year. This privilege shall not extend beyond a total accumulation of two (2) years' vacation privileges.

Section 6.6

Employees not on vacation shall give reasonable assistance in covering the duties ordinarily performed by employees on vacation. In no case, however, shall an employee be expected to perform more than a normal day's work.

ARTICLE VII

Sick leave

Section 7.1

An employee shall be entitled to sick leave pay in each calendar year as provided herein.

A. Basic sick leave: An employee shall receive sick leave pay up to an annual basic allowance in hours equal to 2.4 times the employee's regular weekly scheduled hours. However, employees in their first year of employment shall earn a one-twelfth (1/12) share of their sick leave allotment for each month in which they have worked at least 50% of the available workdays. Sick leave shares so earned shall be credited on a monthly basis. Commencing January 1 of the next calendar year, each employee will receive an annual basic allowance in hours equal to 2.4 times the employee's regular weekly scheduled hours. An employee shall be eligible for sick leave pay after six (6) months of service, except that an employee who is obliged to be absent from work because of injuries sustained on the job shall be eligible for sick leave pay regardless of service.

B. Accumulated Sick Leave: In any calendar year an employee shall be entitled to accumulate sick leave provided the employee uses less than his or her basic allowance during the calendar year. The employee shall then be credited with the difference between his or her basic allowance and the number of hours used until the employee has reached a maximum of two thousand seven hundred fifty two (2752) accumulated sick leave hours. These accumulated hours shall be used after the basic allowance is exhausted.

C. Worker's Compensation Supplement: In cases in which an absent employee is entitled to payments under the Connecticut Worker's Compensation Act, supplementary payments will be made from the employee's sick leave allowance to the extent of the difference between the employee's Worker's Compensation payments and his or her regular hourly rate multiplied by his or her regularly scheduled hours, unless the employee requests that such supplementary payments

during the Christmas or spring recesses, the employee shall be entitled to pay for such holiday.

Section 5.6

In addition to the floating holidays outlined in Section 5.1B., for employees as defined in Section 1.2 A. of this Agreement in Dining Services there shall be one (1) additional floating holiday in each calendar year. Such holiday will be granted on an individual basis after consultation with the employee. With respect to this additional holiday, the request for a specific date shall not be denied unreasonably.

ARTICLE VI

Vacation

Section 6.1

An employee regularly scheduled for ten (10) or more hours per week shall be entitled to vacation and vacation pay in each calendar year as defined herein.

A. Vacation Service Allotment: An employee's vacation service allotment shall be determined on the basis of his or her years of service as of December 31 of any year, for that calendar year as follows:

<i>Continuous Years of Service as of December 31</i>	<i>Vacation Service Allotment</i>
Less than 1	Pro rata share of two (2) weeks as per section 6.1 B.
1 to 4	2 weeks
5 to 9	3 weeks
10 to 19	4 weeks
20 or more	5 weeks

B. Vacation Share: An employee who has not completed one full calendar year of service as of December 31 of any year shall earn a one-twelfth (1/12) share of his or her vacation service allotment for each month in which he or she has worked at least 50% of the available work days. The vacation shares so earned may be used in the calendar year in which they are earned.

Section 6.2

A. Vacation pay shall be an employee's regular hourly rate multiplied by his or her regularly scheduled hours.

B. A paid vacation day shall be counted as a day worked for purposes of computing overtime pay.

Section 6.3

An employee with one (1) or more years of service who dies, retires, is permanently laid off, is inducted into military service, or whose employment is terminated for any reason shall be entitled to vacation pay on a pro rata basis.

Section 6.4

So far as work requirements permit, and unless any emergency arises, employees in each work unit shall be given a choice of available vacation periods on the basis of their department seniority standing. During the last two (2) weeks of November of

the holiday is to be granted on a departmental basis, or after consultation with the employee if the holiday is to be granted on an individual basis. With respect to a holiday to be granted on an individual basis, the request of an employee for a specific date shall not be denied unreasonably. Employees shall receive no less than thirty (30) days notice of the date on which any other floating holidays may be taken.

C. The provisions of this Article and any other Article of this Agreement with respect to Independence Day and Labor Day shall not apply to any employee who is on seasonal layoff on either of such days, except as provided in Section 5.5 hereof.

Section 5.2

A. Holiday pay shall be an employee's regular hourly rate multiplied by the employee's regularly scheduled hours, except that those employees whose regular schedule is one (1) or two (2) eight-hour (8-) days per week will receive holiday pay equal to the employee's regular hourly rate multiplied by the employee's average weekly paid hours divided by five (5) for the previous six (6) month period ending on September 15 or March 15 (or the end of the pay period ending just before or just after September 15 or March 15). Holiday pay shall be paid to an employee for each of the above holidays, whether such holiday is worked or not and regardless of whether such holiday is on a scheduled day of work.

B. A holiday shall be counted as a day worked for purposes of computing overtime pay, unless the holiday falls on the employee's scheduled day off.

Section 5.3

To qualify for holiday pay, an employee is required to be present on the working days immediately before and after a holiday unless obliged to be absent because of bona fide illness or unless excused for a justifiable reason with the approval of the employee's supervisor. Employees on layoff as outlined in Article IX of this Agreement shall not be entitled to holiday pay during the period of time that they are laid off for lack of work. In any case where an employee feels he or she has a justifiable reason for absence other than layoff on a day immediately before or after a holiday, the employee must submit the reason for such absence in advance thereof to his or her supervisor unless extreme circumstances make it impossible. Promptly after each holiday the University will send the Union a list of employees who do not receive holiday pay.

Section 5.4

If a holiday falls on a day for which an employee is qualified for sick leave pay, the employee shall be paid holiday pay for that day instead, and such day shall not be counted as a sick leave day.

Section 5.5

When a holiday falls during an employee's vacation, the employee shall be granted an extra day of vacation at a time consistent with the operational requirements of the University, or a day's pay in lieu thereof, in the discretion of the University; provided, however, that if the holiday falls during the vacation or layoff period of an employee who has been laid off because of lack of work in connection with the end of the school term, the employee shall not be entitled to pay for such holiday unless he or she shall have worked more than nine (9) weeks between June 15 and September 15 of the year in question. For the purpose of this Section, vacation time shall be counted as time worked. If a holiday falls during an employee's layoff

Pursuant to Section 4.1A, a list of employee names and overtime hours worked within the work unit for the previous week shall be posted in that work unit.

Section 4.3

An employee called back to work after completing his or her regularly scheduled day of work, and after the employee has left the premises, shall be entitled to a minimum of four (4) hours pay at one and one-half (1 1/2) times his or her regular hourly rate of pay, provided the employee is called back to report for work four (4) or more hours prior to the starting time for his or her next regularly scheduled day of work.

Section 4.4

Employees required to work two (2) or more hours of overtime at the beginning or end of the workday shall be allowed one-half (1/2) hour for meal time and shall be paid for this half hour at the overtime rate in addition to the two (2) hours, unless the University provides the meal, in which event said one half (1/2) hour period shall not be paid.

Section 4.5

Except on jobs for which the lunch hour is included and paid for as part of the regular working day, work done during the employee's lunch hour shall be paid for at overtime rates.

ARTICLE V

Holidays

Section 5.1

An employee shall be entitled to holidays and holiday pay in each calendar year as provided herein.

A. Designated Holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Dr. Martin Luther King Jr. Day

(Note: Employees assigned to work in units that are operating on Dr. Martin Luther King Jr. Day and who wish to take that holiday off to celebrate the birthday of Martin Luther King, Jr., must make their request in writing, no later than December 15. Such request shall be granted except in unusual circumstances. Conflicting requests from employees who request to take this holiday shall be resolved on the basis of their respective classification seniority.)

When these holidays occur on a Saturday or Sunday, the parties shall negotiate sufficiently in advance of each of these holidays regarding the day on which such holiday will be observed in each department.

B. Floating Holidays: In addition to the above-designated holidays, there shall be five (5) floating holidays in each calendar year. The dates of four (4) floating holidays shall be determined by the University after consultation with the Union if

present schedules.

Section 3.8

The Parties agree, upon request by the employees in a particular work unit, to explore the feasibility and desirability of scheduling that work unit for four (4) days per week of ten (10) hours per day. No such schedule shall be instituted without the mutual consent of the employees in the unit involved, the Union, and the University.

ARTICLE IV

Overtime

Section 4.1

Overtime will be paid as follows:

- A. One and one-half (1 1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours in any day or forty (40) hours in any week.
- B. One and one-half (1 1/2) times the regular hourly rate shall be paid for all hours worked on any of the holidays enumerated under the holiday provisions (Article V) of this Agreement.
- C. Two (2) times the regular hourly rate shall be paid for all hours worked on the seventh (7th) consecutive day worked. An employee who performs work (except as provided below in this paragraph) during each of seven (7) consecutive workdays, as the workday is normally defined in that employee's work unit, shall be eligible for overtime pay pursuant to this paragraph whether or not such work was performed continuously following completion of the employee's regular shift on the preceding workday. At least two (2) hours of work shall be required to meet the conditions of this paragraph if the only work performed during that workday by the employee is as a replacement for an employee who had been scheduled to work or if the additional work is not specifically directed by the supervisor.
- D. When an employee performs work on the seventh (7th) consecutive day due to a callback, callback pay will be governed by the time of day the callback assignment begins. When actual work for the callback begins at any hour on the sixth (6th) consecutive day of work, the employee will be paid at one and one-half (1 1/2) times the regular hourly rate for the entire callback period. When such work for the callback begins at any hour on the seventh (7th) consecutive day of work, the employee will be paid at two (2) times the regular hourly rate for the entire callback period.
- E. There shall be no pyramiding of any overtime pay rate under this Article for any hours worked in the same workweek. In cases in which more than one (1) overtime pay rate is payable, the single highest rate shall be paid.

Section 4.2

The University will establish a list of work units and review said list with the Union. Subsequent changes in work unit definitions will be reviewed with the Union prior to implementation. Any disputes between the parties concerning such work unit definitions shall be processed through the Grievance Procedure, Article XV, and the Arbitration Procedure, Article XVI. Overtime shall be distributed evenly among available, qualified employees who normally do the work and who have signed the Overtime Work Opportunity Request Form in the work units established herein.

Worker, GSA and Desk Attendant job descriptions) along with two (2) weekend shifts in the Pantry Worker, GSA, Pantry-Desk or Desk Attendant classifications.

F. When a regularly scheduled position of twenty (20) to forty (40) hours is vacated and the University determines to fill such position, it will do so with a benefit level position.

G. Upon request, the Union shall have access to information showing work units and hours worked per week for all casual and temporary employees. In addition to the casual employee data the University has provided to the Union, the University will indicate one (1) of the following reasons for casual usage: absent employee, special event, posted vacancy, other.

H. When extra straight-time hours are available, they shall be offered evenly to qualified employees in the same work unit.

I. If, over twenty-six (26) or more consecutive weeks, a permanent employee averages at least twenty (20) hours per week in his or her work unit, the employee will receive benefits and will be offered a schedule of at least twenty (20) hours per week.

Section 3.3

Reductions of Regularly Scheduled Hours of Work

A. Regularly scheduled employees shall not be subject to having their regularly scheduled hours of work reduced during the life of this Agreement without the consent of the employee. The University may transfer an employee in the same job title to fulfill the requirements of this section. The provisions of this section shall not be applicable in the event of a layoff as defined in Article IX.

B. All full-time employees and Light Custodians regularly scheduled for thirty (30) hours or more per week, who as of April 30, 1971, held jobs regularly scheduled for a Monday to Friday work week, shall continue to be so scheduled, so long as they continue to hold said jobs.

Section 3.4

Split Shifts

There shall be no split shifts.

Section 3.5

The University shall post on the appropriate bulletin board the regular schedule of hours to be worked by each employee, and a copy thereof shall be given to the Union upon request.

Section 3.6

Except in emergencies, employees shall be notified during working hours when overtime is to be required and shall be notified forty-eight (48) hours in advance when premium time work outside the regular schedule is to be required on holidays, Saturdays, and Sundays.

Section 3.7

Employees shall receive at least one (1) calendar week's notice of the establishment of a new schedule of regular hours of work. In the event of an emergency, a temporary change in scheduled hours of work may be made without such notice. If the present schedules in the departments of Physical Plant, or Utilities, or Grounds Maintenance, or Campus Mail, or Traffic, Receiving and Stores or Fire Marshal are changed, such changed schedule shall not vary by more than one (1) hour from the

Section 3.1

Full-time Employees

The regular work week for full-time employees shall consist of five (5) consecutive days in a week of seven (7) days, and the regular work day shall consist of eight (8) consecutive hours in a twenty-four (24) hour period, excluding meal periods, which shall not be paid for, provided, however, that nothing contained herein shall limit the University from scheduling shorter work weeks or work days in the event of an emergency; or in a week in which a holiday falls; or during short work weeks in which operations do not require regular schedules in Dining Services. (see Section 23.6). Employees shall be available and report for the days and hours of work as scheduled or required in their jobs except for illness, injury on or off the job, or for any other bona fide reason.

Section 3.2

Part-time Employees

A. The University shall not schedule part-time employees except as may be required to meet operating conditions. No part-time employee regularly scheduled for less than twenty (20) hours per week shall be employed in a job above Labor Grade 4, except in Dining Services: Cook's Helper I & II, Bake Shop Helper, Catering Service Attendant/Rounds, Grill Worker, Head GSA, Head Pantry Worker; in Physical Plant: Light Truck Driver; in Custodial Services: Senior Custodian; in Grounds Maintenance: Groundskeeper. Except for student positions, no new positions shall be established after the effective date of this Agreement that are regularly scheduled for less than ten (10) hours per week.

B. The University shall not schedule casual or temporary employees in a job listed in Exhibit A while any employee is on layoff without first offering such job to qualified, laid-off employees.

C. The University shall not schedule casual or temporary employees for more than thirty (30) days without posting such temporary job vacancy in accordance with Section 10.1A.. No temporary position shall exist for more than nine (9) months, except where the temporary position is to replace an employee on a leave of absence. No position that recurs after a maximum of nine (9) months shall be deemed temporary. The duties to be performed by an employee in a temporary position shall be specified at the time the position is created.

D. The University shall not schedule casual or temporary employees, except as may be required for special events, when the work required can be performed on a straight-time basis by regular employees within a work unit. Casual employees shall be used only in situations that the Union and the University agree are beyond the control of the University, and shall be limited to the use of casuals as special-event workers, to replace absent employees, and in the Department of Dining Services when recruiting Yale student employees for fall vacancies.

E. The University shall employ Rounds persons scheduled for at least twenty (20) hours per week in Dining Services, Grounds Maintenance and Custodial Services who shall be available to fill in for any absent employee or assist with peak workloads. The Parties shall confer regarding the appropriate number of Rounds people. In Dining Services, weekend worker positions may be expanded to include weekday shifts as All-Classification Rounds (encompassing the duties of the Pantry

Grounds Maintenance Master/Mechanics, Dining Services Refrigeration Mechanic and the various LG10 Truck Driver titles with CDLs should possess the requisite license for their jobs/ trade(s).

A. The University agrees to pay fifty cents (50¢) per hour to all Labor Grade 11 mechanics in Physical Plant as well as those referenced in Utilities, Fire Control Mechanics, Grounds Maintenance Master/Mechanics, Dining Services Refrigeration Mechanic and the various LG10 Truck Drivers who possess the CDL. This differential is not base building, but if earned in the five (5) -year period defined in the pension plan will be applied toward an employee's final salary for pension calculation purposes.

B. All newly hired individuals and all internally promoted employees, hired or promoted after January 19, 1992 into the licensed trades/jobs must have at the time of hire or promotion, the requisite license for the trade/job in which they will work and shall maintain a current, valid license as a condition of continued employment.

C. There will be no grievances concerning in-trade jurisdictional disputes as a result of this provision.

D. The University will reimburse an employee (except a newly-hired employee) 100% of the cost of the state occupational license required by his/her job description. The University will also reimburse 100% of the cost of an approved training course or program taken in preparation for passing a required occupational licensing exam. In addition, 100% reimbursement will be given to an employee for the acquisition of any additional occupational license(s), provided that the University determines the additional license is relevant to the employee's job title. In order to be eligible for the training reimbursement and/or the reimbursement of additional licenses, the employee must secure the approval of his or her supervisor and the Director of Facilities Management or his designee prior to commencing said training or obtaining an additional license.

E. Effective March 1, 1998, labor grade 11 employees working in a trade where a license is required by law who do not possess a license will be placed in a labor grade 11 sub-classification performing only work in their trade that does not require a license. They will be ineligible for emergency callbacks and for any overtime where they might be called to perform licensed work. They are eligible for carryover or scheduled overtime that does not require a license. When a supervisor knows that overtime work not requiring a license is available, the supervisor may offer it to employees in the unlicensed sub-classification. Any overtime offered to employees in the unlicensed sub-classification need not be equalized. The Union may not file a grievance in a case where a supervisor assigns unlicensed work to a licensed, bargaining unit employee.

Section 2.11

Trades Premium

A premium will be added to the base hourly rate of regular LG11 Physical Plant employees, Utilities Mechanics and Fire Control Mechanics for all hours worked including overtime hours per Exhibit A.

ARTICLE III.

Hours of work

requirements and labor grade shall be held in abeyance pending the results of job description mediation/arbitration. Such mediation/arbitration shall be held within sixty (60) days of the Unions' filing for same, which filing shall be made within ten (10) days of the meeting described above. Where either party anticipates a multiple day hearing, the referee shall be informed and offer multiple dates within the sixty (60) day period. In the event of a continuance, the parties and referee shall agree before the close of the first hearing on a prompt continuation date. When necessary, briefs shall be filed within twenty-one (21) days of the hearing and the referee shall issue an arbitration decision within twenty-one (21) days of receipt of the briefs. The Union must accept a hearing date within sixty (60) days of filing offered by the referee unless another Local 35 arbitration hearing date has previously been scheduled within fourteen (14) days of the date offered by the referee. In the event that the Union fails to accept the offered hearing date, the job description shall be implemented on an interim basis, pending the result of the mediation/arbitration. In the event the selected referee cannot offer a date within sixty (60) days of filing, the parties will request that the next referee on the panel offer a date. The referee will hold discussions and if necessary attempt to mediate the matter, and if such mediation is unsuccessful, then the referee shall decide the appropriate job requirements and/or labor grade. The job description referee shall be selected from a panel of three (3) referees selected by the parties. In accepting appointment to the panel, the referee will indicate his or her willingness to abide by the time limits. Any referee who does not issue an award within the twenty-one (21) day period will be dropped from the panel after receipt of the decision.

2. Any downgrades will be prospective in that incumbents' grade levels will be red circled for as long as they remain in that classification including a return from an unsuccessful trial period. The University cannot downgrade any Labor Grade 11 classification in the Physical Plant, any Labor Grade 3 or 4 positions existing as of the signing of this agreement, the Custodial Service Furniture Mover classification, or any classification negotiated and agreed to by the parties subsequent to January 1, 1996.

C. If the Union believes that the University has significantly altered the duties and/or responsibilities of any job classification since the date of this Agreement, and also for the term of this Agreement (unless the parties mutually agree at contract negotiations to except any specific job classification(s) that pre-date the Agreement) in a way that warrants a change of that job classification to a higher labor grade, or separation of one (1) classification into two (2) or more classifications, at least one (1) of which warrants a change to a higher labor grade, then the parties will negotiate and, if no agreement is reached, the question of whether a higher labor grade is warranted shall be submitted to binding arbitration before a member of the job description referee panel. This provision covers a classification whose duties and/or responsibilities have changed incrementally as well as a change that occurs at a particular time.

Section 2.10

Licensing

The parties agree that all bargaining unit employees in the licensable trades in Physical Plant, Utilities per that departmental agreement, Fire Control Mechanics,

for February 2008 and May 2008

7. Seventh adjustment: Sunday, October 5, 2008 based on the difference in the CPI readings for May 2008 and August 2008

8. Eighth adjustment: Sunday, January 4, 2009 based on the difference in the CPI readings for August 2008 and November 2008

9. Ninth adjustment: Sunday, April 5, 2009 based on the difference in the CPI readings for November 2008 and February 2009

10. Tenth adjustment: Sunday, July 5, 2009 based on the difference in the CPI readings for February 2009 and May 2009

11. Eleventh adjustment: Sunday, October 4, 2009 based on the difference in the CPI readings for May 2009 and August 2009

12. Twelfth adjustment: Sunday, January 3, 2010 based on the difference in the CPI readings for August 2009 and November 2009

C. A decline in the aforementioned Consumer Price Index shall not result in a reduction of the Base Hourly Rates of pay set forth in Exhibit A of this Agreement.

D. As long as the index specified in this Agreement is available, it will be used as the basis for determining Cost of Living Adjustments. If the current index is modified during the term of this Agreement, it is presumed that this modified index will be the basis for determining the Cost of Living Adjustments so long as the increases provided by this Agreement are not thereby reduced. If necessary, either Party may submit the question of the modified index to an impartial arbitrator for final and binding arbitration. The Parties shall attempt to agree upon any arbitrator with expertise in cost of living provisions. Failing agreement on any such arbitrator, the selection of the arbitrator for this purpose shall be as provided in Article XVI of this Agreement.

Section 2.9

Job Descriptions and Job Titles

A. The job descriptions set forth in Exhibit C attached hereto and made a part hereof shall be used as guides in hiring, training, promoting, assigning, and evaluating performance. An employee may be assigned to any or all of the "typical duties and responsibilities" set forth in the job description for his or her job title. No employee, however, shall be expected to perform all the typical duties and responsibilities listed at all times, and it is understood that the enumeration is representative rather than inclusive. An employee may be required to perform duties and responsibilities of lower labor grade employees in his or her craft, trade, or department when necessary to meet operating conditions or when the employee would otherwise be laid off for lack of work in his or her own job title.

B. 1. The University shall notify the Union of any changes in the job descriptions set forth in Exhibit C at least twenty-one (21) working days prior to its desired effective date of any such change. Within those twenty-one (21) days the parties will meet to discuss the job description and attempt to arrive at mutual agreement. After consideration of the Union's suggestions, the University shall determine the new duties and make a preliminary determination of job requirements and the labor grade. If mutual agreement is reached, the new job description with associated duties, requirements and labor grade will be implemented. If no agreement is reached, the new or revised job description with associated duties, and preliminary

undergo an additional trial period as long as the employee does not miss more than one (1) summer working in the same job title.

Section 2.4

Saturday Premium

A premium will be added to the Base Hourly Rate of employees as defined in Section 1.2A. of this Agreement to compensate for regularly scheduled work performed on Saturday, for all hours worked including overtime hours, in the amount per hour per Exhibit A.

Section 2.5

Sunday Premium

A premium will be added to the Base Hourly Rate of employees as defined in Section 1.2 A. of this Agreement to compensate for regularly scheduled work performed on Sunday, for all hours worked including overtime hours, in the amount per hour per Exhibit A.

Section 2.6

Rotating Shift Premium

A premium will be added to the Base Hourly Rate for employees as defined in Section 1.2 A. of this Agreement to compensate for rotating shifts, in the amount per hour per Exhibit A.

Section 2.7

Non-Rotating Shift Premium

A premium will be added to the Base Hourly Rate of employees as defined in Section 1.2 A. of this Agreement to compensate for regular non-rotating shifts, commencing 4:00 PM or later and prior to 4:00 AM, in the amount per hour per Exhibit A.

Section 2.8

Cost of Living Adjustments

A. For the periods shown below only, all Base Hourly Rates of pay set forth in Exhibit A of this Agreement shall be adjusted upward by one and one-half cents (1 1/2¢) per hour for each one (1) point increase in the Bureau of Labor Statistics' Consumer Price Index US City Average for Urban Wage Earners and Clerical Workers (Revised CPI-W) over the November 1998 base period reading (index base year 1982-1984 = 100).

B. Adjustments, if any, shall be made effective and added to the Base Hourly Rates of pay as follows:

1. First adjustment: Sunday, April 1, 2007 based on the difference in the CPI readings for November 2006 and February 2007.
2. Second adjustment: Sunday, July 1, 2007 based on the difference in the CPI readings for February 2007 and May 2007
3. Third adjustment: Sunday, October 7, 2007 based on the difference in the CPI readings for May 2007 and August 2007
4. Fourth Adjustment: Sunday, January 6, 2008 based on the difference in the CPI readings for August 2007 and November 2007
5. Fifth adjustment: Sunday, April 6, 2008 based on the difference in the CPI readings for November 2007 and February 2008
6. Sixth adjustment: Sunday, July 6, 2008 based on the difference in the CPI readings

A. A new employee hired in Labor Grade 3 or below shall be engaged on a probationary basis for a period of not more than thirty (30) calendar days. This probationary period will not include time when the probationary period employee's unit is closed during the academic calendar year. During this probationary period, the University is free to terminate the employment of any such person who is judged not to be competent or otherwise qualified to become a regular employee and to do so without notice or warning, or reference or recourse to the grievance procedure or discipline and discharge provisions of this Agreement. By agreement of the Parties, the probationary period for a new employee in Labor Grade 3 or below may be extended for an additional thirty (30) calendar days. If the supervisor feels that an employee may fail the probationary period, the supervisor, the employee, and a union representative shall consult about the matter before the probationary period has ended and before a final decision has been made.

B. A new employee hired in Labor Grade 4 and above shall be engaged on a probationary basis for a period of not more than forty-five (45) calendar days. This probationary period will not include time when the probationary period employee's unit is closed during the academic calendar year. During this probationary period, the University is free to terminate the employment of any such person who is judged not to be competent or otherwise qualified to become a regular employee and to do so without notice or warning, or reference or recourse to the grievance procedure or discipline and discharge provisions of this Agreement. By agreement of the Parties, the probationary period for a new employee in Labor Grade 4 and above may be extended for an additional forty-five (45) calendar days. If the supervisor feels that an employee may fail the probationary period, the supervisor, the employee, and a Union representative shall consult about the matter before the probationary period has ended and before a final decision has been made.

Section 2.3

Trial Period

A. An employee awarded a posted job vacancy in Labor Grade 3 or below in accordance with Section 10.1 of this Agreement shall undergo a trial period of thirty (30) calendar days. By agreement of the Parties, the trial period for an employee in Labor Grade 3 or below may be extended for an additional thirty (30) calendar days.

B. An employee awarded a posted job vacancy in Labor Grade 4 and above in accordance with Section 10.1 of this Agreement shall undergo a trial period of thirty (30) calendar days. By agreement of the Parties, the trial period for an employee in Labor Grade 4 and above may be extended two (2) times for an additional thirty (30) calendar days each time, or a maximum of ninety (90) calendar days.

C. If the supervisor feels that an employee may fail the trial period, the supervisor, the employee and a union representative shall consult about the matter before the trial period has ended and before a final decision has been made. In the event that an employee fails the trial period, the employee shall, upon notice of such failure, be restored to the Base Hourly Rate for his or her former labor grade and be assigned to the first vacancy that may occur in that job title subsequent to the date of his or her return from the unsuccessful trial period.

D. In the event that a Dining Services employee successfully completes the trial period for a temporary summer position, the employee will not be required to

The University shall not normally assign bargaining unit work to non-bargaining unit personnel except with reference to bargaining unit work performed by employees of subcontractors as otherwise provided in Article XXII. No managerial or professional employee of Yale University may perform bargaining unit work in the employ or on behalf of a subcontractor. Any University official involved in making a subcontracting decision for bargaining unit work shall disclose any ownership interest, other than ownership of stock in a publicly held corporation, prior to making the subcontracting decision. The University will disclose such a relationship to the Union in the event that it makes such a subcontracting decision.

ARTICLE II

Rates of pay

Section 2.1

A. The Job Rate of pay for each job title shall be the rate of pay listed for that job title on the relevant dates in Exhibit A attached hereto and made a part hereof.

B. Effective January 27, 2002, January 26, 2003; January 25, 2004, January 23, 2005, January 22, 2006, July 23, 2006, January 21, 2007, July 22, 2007, January 20, 2008, July 20, 2008, January 18, 2009, and July 19, 2009 shall be the higher of the following:

1. The Job Rate listed in Exhibit A for each of those dates for the employee's job title.

C. All employees who complete five (5) years of service in their labor grade shall receive as of the date of such service completion an additional forty cents (40¢) per hour wage increase. For purposes of completing the required five (5) years of service in the labor grade, time worked in classifications upgraded effective January 20, 2002, i.e., Pantry Worker to Grill Worker shall count for those employees now classified in Labor Grade 5; service as Light Custodians shall count toward service as Custodians; service in a labor grade 1 Dining Services position shall count toward service in a labor grade 3 Dining Services position; all time worked in any particular labor grade shall count, whether continuous or not; and all time worked shall count for an employee who works in a particular labor grade, then works in a higher labor grade and then works in a labor grade lower than the second grade worked. This forty cents (40¢) per hour wage increase shall be a one-time increase. Once an employee has achieved this additional forty cents (40¢) per hour one(1)-time increase, the employee shall continue to receive it so long as he or she is employed in the bargaining unit, whether or not the employee stays in the same or a higher or lower labor grade, including temporary employment in a higher or lower labor grade. A Senior Groundskeeper 'A' who leaves that job title shall no longer receive the additional amount above Senior Groundskeeper, but shall receive an additional forty cents (40¢) per hour because of the completion of five (5) years of service in grade. Service for all purposes in this section shall not be considered interrupted when the labor grade for a job title changed because of an upgrade or combination into another job title or because of a change in the labor grade system.

Section 2.2

Probationary Period

Agreement Between YALE UNIVERSITY & LOCAL 35, FUE, UNITE HERE

Agreement, entered into as of January 20, 2002 by and between Yale University, hereinafter referred to as the "University" and Local No. 35, Federation of University Employees, AFL-CIO, hereinafter referred to as the "Union."

Witnesseth:

Whereas, the University and the Union recognize and approve of the principle of collective bargaining between the University and its employees as beneficial to harmonious relations and conduct of the University; now, therefore, in consideration of these premises, the Parties do agree as follows:

ARTICLE I

Recognition

Section 1.1

For the purpose of collective bargaining with respect to wages, rates of pay, hours of employment and other conditions of employment, the University recognizes the Union as the collective bargaining representative of all its employees in the departments of Physical Plant, Custodial Services, Utilities, Grounds Maintenance, Dining Services, Campus Mail, Traffic, Receiving and Stores, and Fire Marshal paid on an hourly basis exclusive of executive, supervisory, professional, and clerical personnel. The word "employee" as used in this Agreement refers only to employees within the bargaining unit, and includes Yale students employed in bargaining unit jobs.

Section 1.2

The terms and conditions of this Agreement shall have no application whatsoever to employees outside of the bargaining unit.

A. For the purposes of determining eligibility for the benefits provided under Sections 2.4, 2.5, 2.6, 2.7, 5.6 and Articles V, VI, VII, VIII, IX and XX of this Agreement, the word "employee" or the term "members of the bargaining unit" as used in said articles refers only to employees within the bargaining unit as defined in Section 1.1 above, who are regularly scheduled for twenty (20) or more hours per week in permanent jobs.

B. For the purposes of determining eligibility for benefits under Sections 20.1 and 23.5 and Articles V, VI, VII and VIII, the term "employee" shall also refer to employees within the bargaining unit as defined in Section 1.1 above, who are regularly scheduled for less than twenty (20), and with respect to Article VI, ten (10) or more, hours per week in permanent jobs.

Section 1.3

Except in emergencies, bargaining unit work shall not be performed by supervisory personnel.

Section 1.4

The terms and conditions of Sections 3.4, 4.3, 4.4, 5.1, 6.1, Articles VII and VIII, 20.1, Article XXIII, 26.4 and 26.5 shall have no application whatsoever to Yale students employed in bargaining unit jobs.

Section 1.5